

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 12/15/2011

Action Requested By:
Water Pollution
Control

Agenda Item Type
Resolution

Subject Matter:

Agreement with B. H. Craig Construction Company, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the low bidder, B. H. Craig Construction Company, Inc., for Spring Branch Wastewater Treatment Plant Improvements, COH Project No. 65-10-SF01 & CWSRF Project No. CS-010307-14

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is for improvements at the Spring Branch Wastewater Treatment Plant which includes upgrades to the existing aeration process as well as the existing digestion process for a total contract amount of \$3,698,976.00. Account No. 02-8000-0815-1101 \$3,000,000.00; Account No. 02-8000-0815-1341 \$698,976.00

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Randall Se

Date:

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Water Pollution Control** Council Meeting Date: **12/15/2011**

Department Contact: **Tommy Lovelady**

Phone # **256-883-3719**

Contract or Agreement: **Construction Contract**

Document Name: **Spring Branch WWTP Project No. 65-10-SF01**

City Obligation Amount: **\$3,698,976.00**

Total Project Budget: **\$3,698,976.00**

Uncommitted Account Balance: **0**

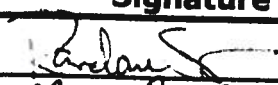
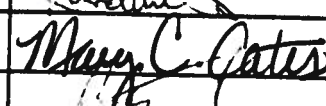
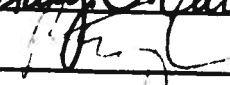
Account Number: 02-8000-0815-1341 \$698,976.00 ✓
02-8000-0315-1101 \$3,000,000.00 ✓

Procurement Agreements

<u>Title 39</u>	<u>Competitive</u>
------------------------	---------------------------

Grant-Funded Agreements

<u>Not</u> <u>Applicable</u>	Grant Name:
---	--------------------

Department	Signature	Date
1) Originating		
2) Legal		12-12-2011
3) Finance		12/13/11
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 11-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, to enter into a contract with the low bidder, B. H. Craig Construction Company, Inc., in the amount of THREE MILLION SIX HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$3,698,976.00) for Spring Branch Wastewater Treatment Plant Improvements, COH Project No. 65-10-SF01 & CWSRF Project No. CS-010307-14, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and B. H. Craig Construction Company, Inc. for Spring Branch Wastewater Treatment Plant Improvements, COH Project No. 65-10-SF01 & CWSRF Project No. CS-010307-14" consisting of a total of one (1) page plus one hundred sixty-three (163) additional pages consisting of Attachments A2-K, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of December 15, 2011 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2011.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2011.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
B. H. CRAIG CONSTRUCTION COMPANY, INC.
FOR
SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS
COH PROJECT NO. 65-10-SF01 & CWSRF PROJECT NO. CS-010307-14**

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 15th day of December, 2011, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and B. H. CRAIG CONSTRUCTION COMPANY, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Spring Branch Wastewater Treatment Plant Improvements, COH Project #65-10-SF01 & CWSRF Project No. CS-010307-14, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.


FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor the lump sum amount of \$3,698,976.00 in accordance with Attachment "A2" pages one (1) and two (2).


B. H. Craig Construction Company, Inc.

BY:

Tommy Battle, Mayor

ATTEST:



Charles E. Hagood
City Clerk Treasurer

Mark Russell
City Council President

DATE: _____

Contract Documents
FOR THE CONSTRUCTION OF
Spring Branch
Wastewater Treatment Plant
Improvements

COH Project No. 65-10-SF01
ADEM CWSRF Project No. CS-010307-14

City of Huntsville, Alabama

JUNE 2011

Volume 1 of 3
Bidding Documents
Contract Forms
Conditions of the Contract
Division 01 – 23
Division 26 – 44



Garver Project No. 10058140

For Information Regarding This
Project, Contact:

Dana Pollock, P.E.
Garver
5125A Research Drive
Huntsville, AL 35805
(256) 534-5512

**BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS**

For The Construction Of

**SPRING BRANCH WASTEWATER
TREATMENT PLANT IMPROVEMENTS**

VOLUME 1 of 3

Bidding Requirements

Contract Forms

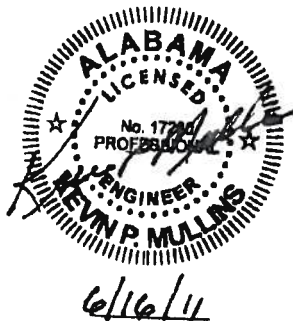
Conditions of the Contract

Specification Divisions 01-23

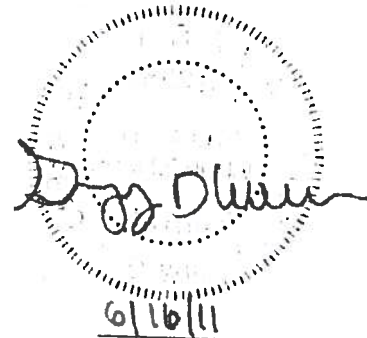
Specification Divisions 26-44



Electrical / I&C



Process, Mechanical
Site/Civil



Structural

Garver LLC

Garver Project No. 10058140

2011

Copy No. _____

**BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS**

For The Construction Of

**SPRING BRANCH WASTEWATER
TREATMENT PLANT IMPROVEMENTS**

VOLUME 1 of 3

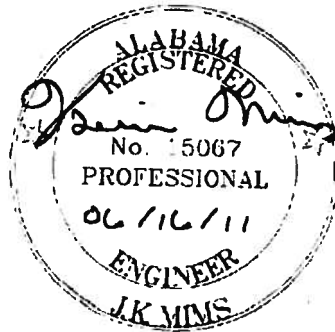
Bidding Requirements

Contract Forms

Conditions of the Contract

Specification Divisions 01-23

Specification Divisions 26-44



Building Mechanical

Garver LLC

SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS
COH PROJECT NUMBER 65-10-SF01 & CWSRF PROJECT NUMBER CS-010307-14

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ATTACHMENT "A-2"Spring Branch Wastewater Treatment Plant
Improvements

COH Project No: 65-10-SF01

CWSRF Project No: CS-010307-14

11/10/2011

Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
1	Mobilization, Bonds, Insurance, including necessary clearing and grubbing and traffic control	1	LS	\$100,000.00	\$100,000.00
2	Wastewater Treatment Plant Improvements proposed within the Bidding Documents, Complete in Place	1	LS	\$4,245,000.00	\$4,245,000.00
3	Purging of Existing 55-ft Gas Sphere (Gas Sphere to remain in place), including all necessary equipment, chemicals, etc.	1	LS	\$20,000.00	\$20,000.00
4	Crack Injection (estimated 480 LF) (for Gravity Thickener rehabilitation)	1	LF	\$50.00	\$50.00
5	Surface Repair (estimated 700 SF) (for Gravity Thickener rehabilitation)	1	SF	\$30.00	\$30.00
6	Aid to Construction - Huntsville Utilities (transformer relocation - Contractor responsible for slab and conduit work per HU specifications)	1	LS	\$50,000.00	\$50,000.00
7	Aid to Construction - Huntsville Utilities - potential utility relocations	1	LS	\$20,000.00	\$20,000.00
BASE BID TOTAL					\$4,435,080.00 *

* See Attachment A2 page 2
for revision to Base Bid
Total.

ALL ITEMS SHALL BE CONSIDERED IN
PLACE. UNIT PRICE SHALL INCLUDE ALL
LABOR, MATERIALS, EQUIPMENT, AND
REMOVAL REQUIRED FOR CONSTRUCTION.

COMPANY CBS-16 CONSTRUCTION
SIGNATURE [Signature]
DATE 11/10/2011

CRAIG

CONSTRUCTION COMPANY

December 12, 2011

City of Huntsville WPC
P.O. Box 308
Huntsville, AL. 35804

Attn.: Randall Stewart

Re: Spring Branch WWTP Improvements

Randall,

Per our meeting please allow for the following deductions:

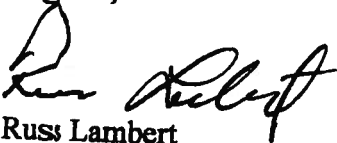
- Deleting all work and equipment, including (5) pumps, associated with the gravity thickeners: Deduct \$686,104.00
- Removing the Aid to Construction line item for the transformer pad: Deduct \$50,000.00

This a total reduction of \$736,104.00

Allows for a proposed contract amount of \$3,698,976.00

We look forward to working together on this project, if you have any questions please give me a call at 256-766-3350.

Regards,



Russ Lambert
Project Manager
B.H. Craig Construction

ATTACHMENT "B"
PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF B.H. Craig Construction Co., Inc.
(NAME)
835 Wall Street Florence, Alabama 35630
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT No. 65-10-SF01

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder, either on page 2 of the Proposal, Attachment "B" or on the outside of the envelope, otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to 3 1/2" floppy disk or CD of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Penny Kelly.

The undersigned bidder understands that the Contract Time for completion of all work is 450 calendar days.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT-No. 65-10-SF01

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: November 8th, 2011.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
 SIGNATURE OF BIDDER _____

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

OUR CONTRACTOR'S STATE LICENSE NO. IS 1919U BC, HS, MU & HR

(IF A CORPORATION)
 SIGNATURE OF BIDDER _____

BY D.H. Marbury - President

BUSINESS ADDRESS 835 Wall Street Florence, Alabama 35630

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT Dave H. Marbury

OF SECRETARY Nancy C. Marbury

OFFICERS TREASURER Nancy C. Marbury

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be faxed to those bidders who attend and have signed in at the pre-bid meeting. It is the responsibility of all bidders to refer to the website for any updates.

#1 #2 #3 #4 #5

ATTACHMENT "C"

SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT No. 65-10-SF01

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. The Contractor will be notified in the Notice to Proceed of acceptance of subcontractors. If subcontractors are not approved, Contractor will be notified prior to approval of contract by City Council. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner.

SUBCONTRACTOR NAME &
STATE LIC. NO.

ADDRESS

ITEM #'S OF WORK
TO BE PERFORMED

AL PAINTING

GARNETT ELEC

MUSCLE SHOALS

MUSCLE SHOALS

PAINT

ELEC

ATTACHMENT "D"

SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT 65-10-SF01

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. SEE ATTACHED

2. _____

3. _____

4. _____

5. _____

CRAIG

CONSTRUCTION COMPANY

Previous Projects

- 1} **General Information:**
 Name of project: Spring Branch WWTP Influent Pump Station
 Name of owner: City of Huntsville, Water Pollution Control
 Name of owner contact: Randall Powers Phone #:
 Position or title of contact:
 Address of contact:
 Name of designing engineering firm: Tetra-Tech
 Name of contact: Ashley Turnbull Phone #: 256-551-0222
- 2} **Work performance:** Was work performed by as prime or part of Joint Venture?
X Prime Joint Venture.
- 3} **Project Description** (include size of plant and type of treatment involved):
Replacement of Four Wastewater Influent Pumps & Motor Controls
 % of labor performed by B.H. Craig Construction Co., Inc. 75%
- 4} **Key personnel:** List key personnel/responsibilities currently proposed for Project.
- | Key personnel | Responsibility |
|---------------------|------------------------|
| <u>Marc Dempsey</u> | <u>Project Manager</u> |
| <u>Jay Allen</u> | <u>Superintendent</u> |
- 5} **Project costs** (with complete explanation of cost overrun, if any, including change orders):
 Bid Amount: \$2,783,000 Final Cost: \$2,726,473
 Explanation of cost overrun, including change orders: Decrease in Quantities
- 6} **Were liquidated damages assessed?** If so, how much? No
- 7} **Claims:** Are there any claims or litigation still pending? If yes, provide complete explanation. No
- 8} **Project schedule:**
 Contract time as bid: Actual time to complete:
 Completion date: June 2008 Explanation of time overrun, if any:
- 9} **Key Subcontractors:** List each key subcontractor performing more than 10% of contracted work:
- | Name | Specialty
Phone | Point of Contact |
|------------------------|---------------------|---------------------|
| <u>Garnet Electric</u> | <u>256-381-4062</u> | <u>Charles Crow</u> |
- 10} **Key vendors:** List each vendor with commitments over \$25,000:
- | Name | Specialty
Phone | Point of Contact |
|--------------------------|---------------------|------------------|
| <u>General Machinery</u> | <u>205-251-9243</u> | <u>Lee Burke</u> |
- Were any subcontractors or vendors with commitments over \$25,000 (1) Terminated, (2) Defaulted, and/or, (3) abandoned the project? Yes
 No X

1} General Information:

Name of owner: Harvest/Monrovia Water Authority

Name of owner contact: Roger Raby Phone #: 256-837-1132

Position or title of contact: General Manager

Address of contact: 9117 Wall-Triana Hwy., Harvest, AL 35749

Name of designing engineering firm: G.W. Jones

Name of contact: Bill McCallum Phone #: 256-533-3311

2} **Work performance:** Was work performed by as prime or part of Joint Venture?
 X Prime Joint Venture.

3) **Project Description** (include size of plant and type of treatment involved):
New Water Treatment Plant (Enviroquip)

% of labor performed by B.H. Craig Construction Co., Inc. 60%

4) **Key personnel:** List key personnel/responsibilities currently proposed for Project.

Key personnel

Responsibility

Drew Christopher

Project Manager

Jimmy Vandiver

Superintendent

5} **Project costs** (with complete explanation of cost overrun, if any, including change orders):

Bid Amount: _____ **Final Cost:** \$8,600,354

Explanation of cost overrun, including change orders: Minor Change Orders

6) Were liquidated damages assessed? If so, how much? No

7) **Claims:** Are there any claims or litigation still pending? If yes, provide complete explanation. No

8} **Project schedule:**

Contract time as bid: _____ Actual time to complete: _____

Completion date: 6/22/03 Explanation of time overrun, if any:

9) **Key Subcontractors:** List each key subcontractor performing more than 10% of contracted work:

Name

Specialty

Point of Contact

Phone

Garnet Electric

256-381-4062

Charles Crow

Aderholt Masonry

256-332-9423

Ray Aderholt

10 **Key vendors:** List each vendor with commitments over \$25,000:

Name

Specialty

Point of Contact

Phone

Eco-Tech

770-345-2118

Dan Carter

Jim House

800-292-6335

Geoff Whiteley

Were any subcontractors or vendors with commitments over \$25,000 (1) Terminated, (2) Defaulted, and/or, (3) abandoned the project? Yes
No X

CRAIG

CONSTRUCTION COMPANY

Previous Projects

- 1} **General Information:**
 Name of project: Madison-Quarry Water Treatment Plant
 Name of owner: Madison Water & Sewer Board
 Name of owner contact: Jeff Taylor Phone #: 256-461-0845 Ext.115
 Position or title of contact: _____
 Address of contact: Ray Sanderson Road, Madison, AL 35758
 Name of designing engineering firm: GMC
 Name of contact: Bobby McClure Phone #: 334-271-3200
- 2} **Work performance:** Was work performed by as prime or part of Joint Venture?
X Prime Joint Venture.
- 3} **Project Description** (include size of plant and type of treatment involved):
New Water Treatment Plant (U.S. Filter)
 % of labor performed by B.H. Craig Construction Co., Inc. 60%
- 4} **Key personnel:** List key personnel/responsibilities currently proposed for Project.

Key personnel	Responsibility
<u>Marc Dempsey</u>	<u>Project Manager</u>
<u>Jimmy Vandiver</u>	<u>Superintendent</u>
- 5} **Project costs** (with complete explanation of cost overrun, if any, including change orders):
 Bid Amount: _____ Final Cost: \$8,438,243
 Explanation of cost overrun, including change orders: Minor Change Orders
- 6} **Were liquidated damages assessed?** If so, how much? No
- 7} **Claims:** Are there any claims or litigation still pending? If yes, provide complete explanation. No
- 8} **Project schedule:**
 Contract time as bid: _____ Actual time to complete: _____
 Completion date: 9/22/04 Explanation of time overrun, if any: _____
- 9} **Key Subcontractors:** List each key subcontractor performing more than 10% of contracted work:
- | Name | Specialty
Phone | Point of Contact |
|--------------------------|---------------------|---------------------|
| <u>Mastin's Electric</u> | <u>256-593-6294</u> | <u>Jeff Owen</u> |
| <u>Aderholt Masonry</u> | <u>256-332-9423</u> | <u>Ray Aderholt</u> |
| <u>Revere Controls</u> | <u>205-824-0004</u> | <u>Mark Linn</u> |
- 10} **Key vendors:** List each vendor with commitments over \$25,000:
- | Name | Specialty
Phone | Point of Contact |
|---------------------------|---------------------|---------------------|
| <u>Eshelman Company</u> | <u>205-424-7570</u> | <u>Ernie Warren</u> |
| <u>Crom Corporation</u> | <u>352-372-3436</u> | <u>Jim Wornick</u> |
| <u>Pump & Process</u> | <u>800-500-0029</u> | <u>Bill Uhrig</u> |
- Were any subcontractors or vendors with commitments over \$25,000 (1) Terminated, (2) Defaulted, and/or, (3) abandoned the project? Yes _____
 No X

1} **General Information:**

Name of owner: Harvest/Monrovia Water Authority

Name of owner contact: Roger Raby Phone #: 256-837-1132

Position or title of contact: General Manager

Address of contact: 9117 Wall-Triana Hwy., Harvest, AL 35749

Name of designing engineering firm: G.W. Jones

Name of contact: Bill McCallum Phone #: 256-533-3311

2) **Work performance:** Was work performed by as prime or part of Joint Venture?
X Prime Joint Venture.

3) **Project Description** (include size of plant and type of treatment involved):

New Membrane Wastewater Treatment Plant (Enviroquip)

% of labor performed by B.H. Craig Construction Co., Inc. 60%

4) **Key personnel:** List key personnel/responsibilities currently proposed for Project.

Key personnel

Responsibility

Drew Christopher

Project Manager

Steve Irons

Superintendent

5} **Project costs** (with complete explanation of cost overrun, if any, including change orders):

Bid Amount: _____ Final Cost: \$6,897,500

Explanation of cost overrun, including change orders: Minor Change Orders

6} Were liquidated damages assessed? If so, how much? No

7} **Claims:** Are there any claims or litigation still pending? If yes, provide complete explanation. No

8} Project schedule:

Contract time as bid: _____ Actual time to complete: _____

Completion date: 9/01/07 Explanation of time overrun, if any:

93 **Key Subcontractors:** List each key subcontractor performing more than 10% of contracted work:

Name

Specialty

Point of Contact

Phone

Garnet Electric

256-381-4062

Charles Crow

Artisan Masonry

10} **Key vendors:** List each vendor with commitments over \$25,000:

Name

Specialty

Point of Contact

Phone

Eco-Tech

770-345-2110

Stephen Bishop

Were any subcontractors or vendors with commitments over \$25,000 (1)

Terminated, (2) Defaulted, and/or, (3) abandoned the project? **Yes**

No X

No **X**

CRAIG

CONSTRUCTION COMPANY

Previous Projects

- 1} **General Information:**
 Name of project: Burwell Road Wastewater Treatment Plant
 Name of owner: Harvest/Monrovia Water Authority
 Name of owner contact: Roger Raby Phone #: 256-837-1132
 Position or title of contact: General Manager
 Address of contact: 9117 Wall-Triana Hwy., Harvest, AL 35749
 Name of designing engineering firm: G.W. Jones
 Name of contact: Bill McCallum Phone #: 256-533-3311
- 2} **Work performance:** Was work performed by as prime or part of Joint Venture?
X Prime Joint Venture.
- 3} **Project Description** (include size of plant and type of treatment involved):
New Membrane Wastewater Treatment Plant
 % of labor performed by B.H. Craig Construction Co., Inc. 60%
- 4} **Key personnel:** List key personnel/responsibilities currently proposed for Project.
- | Key personnel | Responsibility |
|-------------------------|------------------------|
| <u>Drew Christopher</u> | <u>Project Manager</u> |
| <u>Tim Burns</u> | <u>Superintendent</u> |
- 5} **Project costs** (with complete explanation of cost overrun, if any, including change orders):
 Bid Amount: Final Cost: \$6,164,000
 Explanation of cost overrun, including change orders: Minor Change Orders
- 6} **Were liquidated damages assessed?** If so, how much? No
- 7} **Claims:** Are there any claims or litigation still pending? If yes, provide complete explanation. No
- 8} **Project schedule:**
 Contract time as bid: Actual time to complete:
 Completion date: 4/01/08 Explanation of time overrun, if any:
- 9} **Key Subcontractors:** List each key subcontractor performing more than 10% of contracted work:
- | Name | Specialty
Phone | Point of Contact |
|-------------------------|---------------------|---------------------|
| <u>Garnet Electric</u> | <u>256-381-4062</u> | <u>Charles Crow</u> |
| <u>Aderholt Masonry</u> | <u>256-332-9423</u> | <u>Ray Aderholt</u> |
- 10} **Key vendors:** List each vendor with commitments over \$25,000:
- | Name | Specialty
Phone | Point of Contact |
|-----------------|---------------------|-----------------------|
| <u>Eco-Tech</u> | <u>770-345-2118</u> | <u>Stephen Bishop</u> |
- Were any subcontractors or vendors with commitments over \$25,000 (1) Terminated, (2) Defaulted, and/or, (3) abandoned the project? Yes
 No X

ATTACHMENT "E"

MANDATORY Pre-bid meeting to be held on Thursday, October 13, 2011 at 9:30 a.m. in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Spring Branch Wastewater Treatment Plant Improvements, more particularly known as Project No. 65-10-SF01 and CWSRF Project No. CS-010307-14.

Description of Project:

Project includes, but is not limited to, the following description: Upgrade Plant 1A anaerobic digesters including the heat exchangers, boilers, piping, and mixing components; upgrade existing gravity thickeners; new FOG receiving station including tank, pumps and piping; upgrade internal and external gas piping at Plant 1A (boilers, digesters, flare); replace and relocate the gas flare on Plant 1A (Includes new metering); provide new electrically driven HST blowers to supply air to Plant 1A aeration basins; provide DO control for Plant 1A; demo CAT engine driven blowers and associated gas ancillaries.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9(amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractors name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project Spring Branch Wastewater Treatment Plant Improvements, more particularly known as, Project No. 65-10-SF01 and CWSRF Project No. CS-010307-14, requires the contractor to possess a State of Alabama Classification of Municipal and Utilities Contractor, as well as, Water Projects specialty.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, on the 1st Floor in the Conference Room, on the 25th day of October, 2011 until 10:00 a.m. Each bid shall be accompanied by Bid Bond in the amount of five percent of the bid. No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over Supplemental Specifications, Supplemental Specifications shall govern over the Standard Specifications for Construction of Public Improvements Contract Projects, Projects. Special Provisions shall govern over Standard Specifications for Construction of Public Improvements Contract Projects, Supplemental Specifications. Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: www.huntsvilleal.gov/engineering Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineering/bidlist.html Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors

are responsible for checking website for any revisions/updates. Contractor is required to submit pricing on either a 3 1/2" floppy disk or CD in the Excel format provided by the COH and made available for download from the Engineering website. The bid or the CD must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so shall be cause for rejection of bid. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Bidders must certify to prior work under Executive Order 11,246 (Equal Employment Opportunity) as amended.

Bidders must take affirmative steps to use small and minority-owned businesses.

Contractor/Subcontractor will comply with 41 CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the timetables and goals set forth in 41 CFR 60-4, if applicable to the area of the project.

Any contract or contracts awarded under this invitation for bids are expected to be funded by a loan from the State Revolving Fund from the Alabama Water Pollution Control Authority, administered by the Alabama Department of Environmental Management. Neither the State of Alabama, nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in the laws of the State of Alabama and as applicable.

A Performance Bond and a Labor and Material Bond will be required of the successful bidder. The Performance Bond must be in the penal amount of 100 percent of the Contract Price, and the Labor and Material Bond in the penal amount of 100 percent of the Contract Price. Same must be executed by a surety company acceptable to the City of Huntsville, Alabama, and authorized to do business in the State of Alabama.

Bids must be accompanied by a certified check or Bidder's Bond in an amount not less than five (5%) percent of the BID, but not more than \$10,000.00.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of ninety (90) days.

The Owner reserves the right to reject any and all bids, and to waive informalities.

ATTACHMENT "F"

REQUEST FOR PAYMENT CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: ONE (1) PERIOD FROM: 03/11/05 TO _____
 CONTRACT DURATION 0 DAYS
 START DATE: 03/11/05 END DATE: 3/11/05 TOTAL CONTRACT TIME (3) 0 DAYS

REFER TO COH SUPPLEMENT
 TO GENERAL REQUIREMENTS:
 CHANGE ORDERS - CHANGE
 TO CONTRACT TIME

TIME	C.O. #1	DAYS ADDED	<u>0</u>	CONTRACT DAYS REMAINING <u>0</u>
TIME	C.O. #2	DAYS ADDED	<u>0</u>	
TOTAL CONTRACT AMOUNT (1)		AS AWARDED	\$ <u>200,000.00</u>	CURRENT \$ <u>200,000.00</u>
	C.O. #1	\$	<u>-</u>	
	C.O. #2	\$	<u>-</u>	

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2):

MATERIAL STORED (INVOICE ATTACHED)

RETAINAGE (5%) OF 50% OF CONTRACT

AMOUNT EARNED AFTER RETAINAGE

LIQUIDATED DAMAGES PER DAY

LIQUIDATED DAMAGES ASSESSED TO DATE:

FOR QUESTIONS RELATED TO PAYMENT
 CALCULATIONS, LIQUIDATED DAMAGES, AND
 CHANGE ORDER REQUIREMENTS, PLEASE REFERENCE
 YOUR CONTRACT
 SUPPLEMENT TO GENERAL REQUIREMENTS SECTION,
 4. CHANGE ORDERS.
 12. PAYMENT.

Damages, if applicable, will automatically be calculated by
 subtracting the contract and date from the invoice period and date
 and multiplying the days by the daily damages amount. Damages
 will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE:

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES

A: % OF TIME ELAPSED: TIME ELAPSED TO DATE _____ DAYS
 TOTAL CONTRACT TIME (3) 0 DAYS =
 B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) _____
 TOTAL CONTRACT AMOUNT 200,000.00 = 0%
 C: PROGRESS OF WORK: B - A =

CONTRACTORS CERTIFICATE

I, the duly qualified, acting and authorized agent for the contractor
 on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto,
 and do further certify that all materials, labor, and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of
 payment for the same in writing before the final payment of this estimate. We further certify that the amount received hereunder is considered
 compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner,
 its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve
 months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and
 conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement
 as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____
 BY: _____ CONTRACTOR: _____
 TITLE: _____
 SIGNED: _____ WITNESS: _____
 SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
 CONSTRUCTION INSPECTOR
 BY: _____
 PROJECT ENGINEER
 BY: _____
 SHANE DAVIS, CITY ENGINEER
 OR RON ADAMS, DEPUTY CITY ENGINEER
 OR LYNN MAJORS, ADMINISTRATIVE OFFICER
 IF FINAL ESTIMATE, DATE WORK WAS
 COMPLETED: _____

ATTACHMENT "G"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

December 15, 2011

The Honorable Tommy Battle, Mayor
City of Huntsville
P. O. Box 308
Huntsville, AL 35804

RE: CWSRF Project No. CS010307-14
Spring Branch WWTP Improvements

Dear Mayor Battle:

The Project Review and Cost Summary with supporting documents has been reviewed for the referenced project, and is approved for selection of the following lowest responsible, responsive bidder in the amounts shown:

<u>Contractor</u>	<u>Total Contract</u>	<u>SRF Eligible</u>
B. H. Craig Construction Company, Inc.	\$3,698,976.00	\$3,698,976.00

Payments cannot be made until requested by you and supported by adequate documentation of costs and labor compliance. In order to facilitate ADEM's administrative process, the original of ADEM Form 459 and supporting documentation (e.g., invoices, contractor estimates) must be submitted. All change orders must have the approval of this office. If another contract will be let in which SRF participation is desired, a revised Project Review and Cost Summary must be submitted.

Should you have any questions, you may reach me at (334) 271-7864.

Sincerely,

Corynella L. Price
SRF Section
Permits and Services Division

cc: Mr. Randall Stewart, City of Huntsville - WPC

Ms. Penny Kelly, City of Huntsville

Ms. Dana Pollock, P.E., Garver Engineers, Inc.

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S. W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

December 9, 2011

Ms. Dana L. Pollock, P.E.
5125A Research Drive
Huntsville, AL35805

RE: CWSRF Project No. CS010307-14
Huntsville Spring Branch WWTP Improvements

Dear Ms. Pollock:

We have received your correspondence (December 8, 2011) regarding scope modifications with the referenced project. It is our understanding that the City of Huntsville has recently decided to eliminate the rehabilitation of the gravity thickeners; including the repair/rehabilitation of the structures, new thickener mechanisms, new thickener pumps and all associated appurtenances. In addition, we note that this portion of the proposed work is not a component of the construction designated as a green project reserve (GPR) component and that there is no new construction outside of the original project scope proposed with this modification. Therefore, we have no objection to the deletion of this aspect as noted.

In reference to your plans and specifications approval and the 180-day construction deadline, we are modifying the deadline to reflect 120 days from the date of this letter to begin construction. If this deadline can not be met, please notify us so that we may reassess the project status at that time.

If you have any questions or concerns, please contact me at (334) 271-7864 or via electronic mail at CLP@adem.state.al.us.

Sincerely,

Corynella L. Price
SRF Section
Permits and Services Division

cc: Mr. Thomas Lovelady, City of Huntsville - WPC
Mr. Randall Stewart, City of Huntsville - WPC

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

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Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



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(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

LANCE R. LEFLEUR
DIRECTOR



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

ROBERT J. BENTLEY
GOVERNOR

December 13, 2011

The Honorable Tommy Battle, Mayor
City of Huntsville
P. O. Box 308
Huntsville, AL 35804

RE: CWSRF Project No. CS010307-14
Spring Branch WWTP Improvements

Dear Mayor Battle:

The Project Review and Cost Summary with supporting documents has been reviewed for the referenced project, and is approved for selection of the following lowest responsible, responsive bidder in the amounts shown:

<u>Contractor</u>	<u>Total Contract</u>	<u>SRF Eligible</u>
B. H. Craig Construction Company, Inc.	\$4,435,080.00	\$4,435,080.00

Payments cannot be made until requested by you and supported by adequate documentation of costs and labor compliance. In order to facilitate ADEM's administrative process, the original of ADEM Form 459 and supporting documentation (e.g., invoices, contractor estimates) must be submitted. All change orders must have the approval of this office. If another contract will be let in which SRF participation is desired, a revised Project Review and Cost Summary must be submitted.

Should you have any questions, you may reach me at (334) 271-7864.

Sincerely,

Corynella L. Price
SRF Section
Permits and Services Division

cc: Mr. Randall Stewart, City of Huntsville - WPC

Ms. Penny Kelly, City of Huntsville

Ms. Dana Pollock, P.E., Garver Engineers, Inc.

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
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(256) 353-1713
(256) 340-9359 (FAX)



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(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

November 17, 2011

Mr. Thomas Lovelady
City of Huntsville
Water Pollution Control
P.O. Box 308
Huntsville, AL 35804

RE: City of Huntsville - Water Pollution Control
Spring Branch WWTP Improvements
COH Project No. 65-10-SF01
ADEM CWSRF Project No. CS-010307-14
Garver Project No. 10058140

Dear Mr. Lovelady:

As you are already aware of, the City of Huntsville publicly opened bids on the above referenced project on November 10, 2011, at 10:30 a.m. There were four separate bids submitted on this project. The lowest base bid was from B.H. Craig Construction Company, Inc.

The bid amounts shown on the attached certified bid tab indicate competitive pricing. B.H. Craig's bid proposal appears to be in order, and we recommend to you, Mayor Battle and the City Council that this project be awarded, by resolution to B.H. Craig Construction Company, Inc.

Please feel free to call our office, if you have any questions regarding this letter or this project.

Sincerely,
GARVER, LLC

Dana L. Pollock, P.E.
Project Manager

CC:	Penny Kelly	COH Engineering
	Mary Hollingsworth	COH Engineering
	Randall Stewart	COH WPC
	Matt Reynolds	COH WPC
	Garver File	

Attachments: Certified Bid Tab
\\2011\\11058180P Spring Branch WWTP Const Admin\\Bidding\\Bid Opening\\Engineer's Letter of Recommendation.doc

CRAIG

CONSTRUCTION COMPANY

December 12, 2011

City of Huntsville WPC
P.O. Box 308
Huntsville, AL. 35804

Attn.: Randall Stewart

Re: Spring Branch WWTP Improvements

Randall,

Per our meeting please allow for the following deductions:

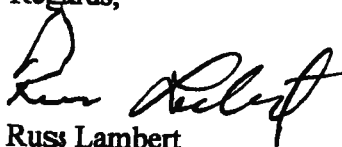
- Deleting all work and equipment, including (5) pumps, associated with the gravity thickeners: Deduct \$686,104.00
- Removing the Aid to Construction line item for the transformer pad: Deduct \$50,000.00

This a total reduction of \$736,104.00

Allows for a proposed contract amount of \$3,698,976.00

We look forward to working together on this project, if you have any questions please give me a call at 256-766-3350.

Regards,



Russ Lambert
Project Manager
B.H. Craig Construction

Standard Estimate Report
Spring Branch WWTP Improv

Project name	Spring Branch WWTP Improv Huntsville AL
Estimator	Lambert
Labor rate table	Standard
Bid date	10/25/2011 10:00 AM
Report format	Sorted by 'Location/Group phase/Phase' 'Location' summary Allocate add-ons

Description	Quantity	Unit Cost	Amount	Unit Cost	Amount	Amount	Amount	Amount
Blowers			8,431		1,256	788,274		777,981
Boiler			2,510		216	238,977		241,703
Digester Gas			138		1	2,744		2,883
Digester Piping			8,200		558	1		8,760
Electrical						798,150		798,150
General Cond.			105,678		21,740		52,362	188,805
Jet Mix Pumps			48,987		7,648	589,521	9,825	648,563
Pipe & Fittings			8,200			443,837	2,407	450,137
Sewage Rec			104,126		155,806	156,825	7,375	424,032
Thickener			15,844		2,235	2		18,082
Thickner Pumps			3,257		745	767,316		771,318
Valves			8,644			1		8,645
Waste Gas Sys			3,028		2,007	1		5,037

Estimate Company

Standard Estimate Report
Spring Branch WWTP Improv

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	314,244		6,731.590 hrs				7.23%
Material	192,315						4.43%
Subcontract	3,768,550						88.08%
Equipment	62,143		10,666.500 hrs				1.43%
Other	9,825						0.23%
	4,345,077	4,345,077					100.00%
Total		4,345,077					100.00%

ATTACHMENT "I"**THE CITY OF HUNTSVILLE, ALABAMA
SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS****01 04 01 MATERIAL SUPPLIERS AND EQUIPMENT MANUFACTURERS**

Contractors submitting a proposal are required to fully complete the following list of Material Suppliers and Equipment Manufacturers for their Bid. If this information is not clearly and properly provided, this will be grounds for the Owner to disqualify the Bidder for not being responsive. When a single Material Supplier or Equipment Manufacturer is listed as the "Base", the Contractor shall furnish that Material Supplier and/or Equipment Manufacturer. When two or more Materials Suppliers and/or Equipment are listed as the "Base", the Contractor must circle the Material Supplier or Equipment Manufacturer that will be furnished. When an item is blank, the Contractor shall write in the Material Supplier or Equipment Manufacturer to be furnished under the Base Bid Unit Price Schedule proposal. In every case, only one Material Supplier or Equipment Manufacturer shall be circled or listed as "Base" for each material or equipment items. Unless a substitute is accepted as outlined below, the Contractor shall furnish and install the product of the "Base" Material Supplier or Equipment Manufacturer as he indicates herein, as part of his Total Base Bid indicated in the Schedule of Prices..

Where the List of Material Suppliers and Equipment Manufacturers provides for alternate material suppliers and/or equipment manufacturers, the Bidder may, but is not required to, write in or circle an alternate material supplier or equipment manufacturer. The bidder shall write in the amount of price reduction for the use of each such substitute indicated. In every case, only one substitute Material Supplier or Equipment Manufacturer shall be written in or circled for each material or equipment item. When a substitute Material Supplier or Equipment Manufacturer is offered by the Contractor and accepted by the Owners, the Contractor shall furnish and install the product of that Material Supplier or Equipment Manufacturer.

The award of the Contract will be based on the Contractor's indicated "Base" Material Supplier(s) and/or Equipment Manufacturer(s). No substitute equipment or material shall be accepted unless it is approved by the Owner. The Contractor shall furnish and install the base materials or equipment he has indicated for any or all of the substitutes rejected.

If the information required above is not clearly and properly provided, this will be grounds for rejecting that bidder. Failure to furnish and install the indicated base or indicated and approved substitute material and equipment from the suppliers and manufacturers shall constitute default of the Contract.

The Bidder further certified that if his bid is accepted, the Material Suppliers and Equipment Manufacturers he has indicated herein will be awarded contracts for supply of their products unless deductive alternates are provided as specified herein and approved by the Owner. The Bidder further certifies that deductive alternate Material Suppliers and Equipment Manufacturers he has properly indicated that are approved by the Owner will be awarded contracts for supply of their products.

Contractor B.H. Craig Construction Co

Date November 8, 2011

LIST OF MATERIAL SUPPLIER(S) AND EQUIPMENT MANUFACTURER(S)
BASE BID ITEMS

1. Paint

Base: Induron; or Tnemec

Alternate: _____ Deduct: \$ _____

2. Ductile Iron Pipe & Fittings

Base: American US Pipe

Alternate: _____ Deduct: \$ _____

3. Septage Receiving Station

Base: JWC Environmental

Alternate: _____ Deduct: \$ _____

4. Jet Type Digester Mixing System

Base: Vaughan

Alternate: _____ Deduct: \$ _____

5. High Speed Turbo Blowers

Base: ABS Turbocompressor HST

Alternate No.1:

Hoffman Revolution

Deduct: \$ _____

(Price of blowers shall include all necessary design modifications, such as, electrical, mechanical, structural, and any necessary re-designs to accommodate required number of blowers to meet the project specifications)

Alternate No.2:

Piller TSC Blower Corporation

Deduct: \$ _____

(Price of blowers shall include all necessary design modifications, such as, electrical, mechanical, structural, and any necessary re-designs to accommodate required number of blowers to meet the project specifications)

Alternate No.3: _____

Deduct: \$ _____

Positive Displacement Hose Pumps

Base: Watson Marlow/Bredel Pumps

Alternate: _____ Deduct: \$ _____

6. Gravity Thickener Mechanisms

Base: Walker Process Equipment ; **WESTECH**

Alternate: _____ Deduct: \$ _____

7. Boiler

Base: Siemens

Alternate: _____ Deduct: \$ _____

ATTACHMENT "J"

XIII – Certification Regarding Equal Employment Opportunity

The contractor is required to comply with Executive Order 112-46 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color or national origin, whether such facilities are segregated by directive or on a de facto basis.

The contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The contractor must be prepared to comply in all respects with any contract provisions regarding non-discrimination stipulated in conjunction with labor standards.

CONTRACTOR'S CERTIFICATION:

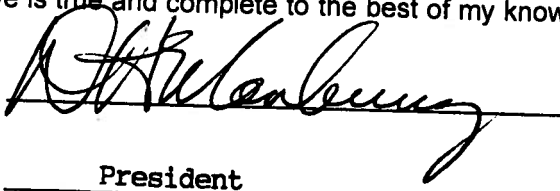
Contractor's Name: B.H. Craig Construction Co., Inc.
Address: 835 Wall Street
Florence, Alabama 35630

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes X No
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes X No
3. Bidder has filed all compliance reports due under applicable contract requirements. Yes X No

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature of Authorized Official:



Title:

President

Date:

November ¹⁰ 8, 2011

ATTACHMENT "K"

XIV – Debarred Firms Certification

All prime construction contractors shall certify that Subcontracts have not and will not be awarded to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended and Voluntarily Excluded Persons, in accordance with the provisions of ADEM Administrative Code 335-6-14-.35. Debarment action is taken against a firm for noncompliance with Federal Law.

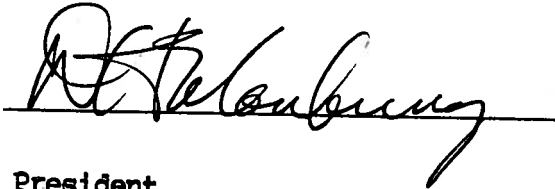
All bidders shall complete this certification in duplicate and submit both copies to the owner with the bid proposal. The owner shall transmit one copy to ADEM within 14 days after the bid opening.

Project Name: Spring Branch Wastewater Treatment Improvements

SRF Project No.: CS-010307-14

The undersigned hereby certifies that the firm of B.H. Craig Construction Co., Inc. has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended, and Voluntarily Excluded Persons.

Signature of Authorized Official:



Title:

President

Date:

November 8th, 2011

**SUPPLEMENT TO GENERAL REQUIREMENTS
FOR
CONSTRUCTION OF PUBLIC IMPROVEMENTS
SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT
PROJECT #65-10-SF01
CITY OF HUNTSVILLE, ALABAMA**

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. These specifications, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Supplemental Specifications shall govern over the Standard Specifications for Construction of Public Improvements Contract Projects. Plans shall govern over Standard Specifications for Construction of Public Improvements Contract Projects. Special Provisions shall govern over Standard Specifications for Construction of Public Improvements Contract Projects, Supplemental Specifications, and Plans. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in words and numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may

be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractors normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractors scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER. A list of all subcontractors proposed for use on the project shall be provided to at the time that bids are received. This document will be known as ATTACHMENT "C". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "C" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the owner. If subcontractors are not approved, you will be notified prior to approval of contract by City Council. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed, bid bond in the amount of not less than five per (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 23.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of \$1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Penny Kelly.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract.

The required classification for this project is stated in the Notice to Contractors also known as Attachment "E".

11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed.

12. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors or for material or labor; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on disk. The hard copy will be printed from the disk. A sample copy of the invoice is attached as Attachment "F". The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. CLAIM COMPENSATION (references from ALDOT current standard specifications):

1. Compensable Items:

The liability of the City for claims will be limited to the following specifically identified compensable items:

- a. Additional job site labor expenses.
- b. Additional costs for materials.
- c. Additional job-site overhead.
- d. An additional 10 percent of the total of Subitems a, b, and c above for home office overhead and profit.
- e. Equipment costs, which shall be determined in accordance with the Equipment requirements below:

EXTRA AND FORCE ACCOUNT WORK

The Contractor will receive and accept payment for work performed under his contract either as contract items of work or as extra work. Contract items of work will be paid for at the unit prices stipulated in the contract. Extra work will be paid for at the unit prices or lump sum stipulated in the supplemental agreement, or in force account basis. Supplemental agreements shall

be executed in accordance with the Subitem below titled "Supplemental Agreement or Force Account Order Required". Extra work performed on a force account basis will be compensated for in the following manner.

Force Account Basis:

Labor

For all labor and foremen employed on the force account work, the Contractor shall receive the agreed hourly wages or scale for the number of hours the said laborers and foreman were actually engaged in such work. The wages or scale shall be comparable to the wages or scale paid by the Contractor for work of a like nature on his contract pay items and shall be agreed upon in writing by the Contractor and the Engineer before the said force account work is begun. To this sum shall be added an amount equal to 20 percent thereof. No additional pay beyond the agreed hourly scale will be allowed for "overtime work" unless such overtime work is authorized in writing by the Engineer.

Bond, Insurance, and Tax

For public liability and property damage insurance and workmen's compensation insurance premiums, increased bond premiums, unemployment insurance contributions and social security taxes, the Contractor shall receive the actual cost, to which no percent shall be added; in addition, on projects which the State Gross Receipt Tax is applicable, may include said tax. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.

Materials

For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work (exclusive of machinery rentals as herein set forth) to which cost 15% will be added.

Equipment

For rental rates of equipment (other than small tools) authorized by the Engineer for the use on force account work, the Engineer will use the latest publication of the Rental Rate Blue Book for construction equipment by PRIMEDIA Information Incorporated to determine payment to the Contractor. Payment will be made for the actual time that the authorized equipment is in operation on the force account work. The *hourly rate* for each piece of equipment will be the monthly rate shown in the equipment table divided by 176. Weekly and daily rates will not be used. In addition, for equipment solely dedicated to the force account work, consideration will be given to paying standby cost. Operating rates and standby rates for computing the equipment payment will be determined as follows:

Operating Rates: The *hourly rate* will be multiplied by the appropriate rate adjustment factor and regional factor shown in the Rate Adjustment Table and on the Regional Adjustment map, respectively, to obtain the *adjusted hourly rate*. The estimated operating cost/hour from the equipment table will be added to the *adjusted hourly rate* to establish the *operating rate*.

Standby Rates: The use of a standby rate is appropriate when equipment has been ordered to be available for force account work but is idle for reasons that are not the fault of the Contractor. The *standby rate* will be determined by multiplying the *adjusted hourly rate* by 0.50.

Operating rates will be used only when the equipment is actually being used. Standby rates will be used under the following conditions:

- The equipment must be totally dedicated to the force account work and not used intermittently on other work.
- Standby cost will not be considered until after the equipment had been operated on the force account work.
- If the equipment is dedicated for force account for a full calendar work week, the standby time will be 40 hours minus the operating time for the week. If the difference in these figures is zero or less, there will be no payment for standby.
- If the equipment is dedicated for force account for a partial week, the standby time will be computed on a daily basis. The standby time per day will be 8 hours minus the operating time for the day. If the difference in these two figures is zero or less, there will be no payment for standby.

*The above will apply without further adjustment if overtime work is approved by the engineer.

If equipment is required that is not listed in the Rental Rate Blue Book, then payment will be made for that equipment based on a certified or paid invoice for the period of time covered by the invoice. In this case, the equipment must be totally dedicated to the force account work and no distinction will be made between operating cost and standby cost. If this equipment is owned by the Contractor, the rental rates for operating and standby costs shall be agreed upon between the Contractor and the Engineer prior to its use.

- a. Bond costs.
- b. Subcontractor cost as determined by, and limited to, those items identified as payable under Subitems a, b, c, d, e, and f above.
- c. Administrative allowance, to the Prime Contractor, equal to three percent of the first \$20,000 and one percent of all over \$20,000 of the total amount for processing a claim on behalf of a subcontractor.
- d. Gross receipts tax.
- e. Interest that accrues after 30 calendar days from the date of the Director's signature on the supplemental agreement that makes payment for a claim.

2. Non-compensable Items:

The City will have no liability for the following specifically identifies non- compensable items:

- a. Profit, in excess of that provided herein.
- b. Loss of anticipated profit.
- c. Labor and equipment inefficiencies.
- d. Home office overhead in excess of that provided herein.
- e. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
- f. Indirect costs or expenses of any nature.
- g. Attorney's fees, claims preparation expenses or costs of litigation.
- h. Interest prior to the final resolution of the claim as defined above.

3. Claims for Delay.

The City will have no liability for damages due to delay, beyond those items which are specifically identified as compensable defined above. Equipment costs, for equipment involved in a delay claim, shall be determined in accordance with the requirements for Standby Rates as provided above. The City will be liable only for those delay damages caused by or arising from acts or omissions on the part of the City which violate legal or contractual duties owed to the Contractor by the City. Such delays may constitute a basis for a claim for delay damages and/or a request for a time extension. The Contractor assumes the risk of damages from all other causes of delay.

4. Claims for Acceleration.

The City will have no liability for any constructive acceleration unless the City gives express written direction for the Contractor to accelerate his effort beyond that required by the original contract. Any acceleration related costs will be handled as extra work as follows:

Extra Work

The Contractor, when so directed in writing, shall perform extra work for which there is no quantity or unit price in the contract and is deemed necessary or desirable in order to complete fully the work as contemplated. Such work shall be performed in accordance with the Specifications and as directed and will be paid for as provided as follows:

Supplemental Agreement or Force Account Order Required

Before any such extra work is started, a supplemental agreement shall be executed, describing the kind, location, and estimated quantities of the extra work to be done and specifying the unit prices or lump sum agreed upon, or a written order shall be issued for the work, stating that compensation will be on a force account basis. However, in an emergency, the Engineer may direct the immediate start of the extra work by containing this information. Such letter shall be superseded by the supplemental agreement or force account order. If satisfactory unit prices or lump sum cannot be agreed upon, the Director may require that the extra work be performed on a force account as outlined above or he may direct that one or more of the items of the proposed extra work be omitted from consideration and performed by others.

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the contractor acknowledges and

represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions together with any addenda thereto made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

15. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

16. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

17. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 - "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "F" - Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 - "Schedule of Liquidated Damages" has been amended as follows effective 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 100,000	\$ 200	\$ 400
\$ 100,000	\$ 500,000	\$ 550	\$ 1,100
\$ 500,000	\$ 1,000,000	\$ 900	\$ 1,800
\$ 1,000,000	\$ 2,000,000	\$ 1,350	\$ 2,700
\$ 2,000,000	\$ 1,550	\$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

18. STORAGE OF MATERIALS

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

19. TRAFFIC FLOW

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project

site.

20. TERMINATION FOR CONVENIENCE

- A. The City may for any reason whatever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the termination becomes effective.
- B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.
- C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- D. (1) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.
- (2) The City and the contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
- (a) Contract prices for labor, materials, equipment and other services accepted under this Contract.
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.
 - (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

21. TERMINATION FOR CAUSE

- A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.
- B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

22. UNBALANCED BIDS

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if

there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

23. ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Explosion, Collapse and Underground

Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

\$2,000,000

General Aggregate Limit

\$2,000,000

Products - Completed Operations Aggregate

\$1,000,000

Personal and Advertising Injury

\$1,000,000

Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

\$100,000

Bodily Injury

\$500,000

Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in questions, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

24. DOMESTIC PREFERENCES

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

25. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

26. NO DAMAGES FOR DELAYS

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

27. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

28. CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991

§80.09 (b) 2. of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated :

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence or fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to

restore the work as described above.

29. WARRANTIES

Contractor shall provide a minimum of one year warranty of all materials and services from date of final completion. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

30. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the contractor to coordinate with other separate contractor's who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

31. W-9 TAXPAYER FORM

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

32. FINAL PAYMENT

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s)) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

33. PROJECT COMPLETION DATE

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

34. RECORD DRAWINGS

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:

The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld

if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbolology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. Roadways:

- a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. Sanitary Sewers:

- a. Gravity Line
 - i. Horizontal Location of Manholes – Northing and easting Coordinates
 - ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
 - iii. Changes in location of clean outs, or end of service lateral.
 - iv. Changes in length, slope, size, or material of lines.
- b. Force Mains
 - i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
 - ii. Horizontal and Vertical Location of Fittings/Bends
 - iii. Changes in length, size, depth or material of lines
 - iv. Changes in restraint types
- c. Pump Stations
 - i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
 - ii. Changes in Site Development and/or Landscaping
 - iii. Changes in Equipment

3. Storm Drainage:

- a. Structures (boxes, inlets, end treatments, etc.):
 - i. Horizontal locations of Features – Northing and easting coordinates
 - ii. Vertical location of Features – Tops and Inverts
 - iii. Changes in type, size, or material of feature.
- b. Pipes / Culverts:
 - i. Document length
 - ii. Document slope
 - iii. Document size
 - iv. Document invert elevation
 - v. Changes in material of structure
- c. Flumes, Ditches, and/or Swales/Berns: (the following are minimum requirements).
 - i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

- ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

- iii. Changes in width or material of feature.
- iv. Changes in location and type of geotechnical fabric used.
- v. Changes in overall grading of site topography.

d. Detention / Retention Facility:

- i. Changes in size, location, or material of facility.
- ii. Changes in location and type of geotechnical fabric used.

- iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.
- c. Changes in grades at intersections. (also to include changes in island location)
- d. Changes in location of driveway aprons.
- e. Changes in pavement section, to be supported by adequate documentation.
- f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
- g. Geotechnical fabric locations, to include vertical elevation.
- h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						

43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

35. LIEN WAIVERS

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

36. LOWEST RESPONSIBLE BIDDER

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

37. NON-RESIDENT BIDDERS

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

38. CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATION SFOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

39. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

40. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED. See section 80.03 and 80.04 for additional requirements.

41. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis

§80.09 (b) first paragraph reads: "When the notice to proceed is delayed more than 10 calendar days after execution of the contract, the date of completion will be extended . . ." Shall be amended to read "When the notice to proceed is delayed more than 15 calendar days after execution of the contract, the date of completion will be extended . . ."

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks."

42. CORRECTION TO SECTION 105 – EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

43. CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

44. NPDES CONSTRUCTION REQUIREMENTS

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Off site borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs 1 acre or greater or will disturb less than 1 acre but is part of a larger common plan of development or sale whose total land disturbing activities total 1 acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville "Standard Specifications For Construction Of Public Improvements, Contract Projects" (Specifications)

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

45. DELETION OF SECTION 50.01 – Authority of the Engineer of Record

This section is deleted.

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY STATEMENT

As a condition of the contract, pursuant to 8 U.S.C. §1324a, Contractor, must certify that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Contractor certifies that it has enrolled in the designated employment eligibility verification system and will maintain enrollment throughout the term of this contract.

49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.
2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

54. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

55. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

56. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

**CITY OF HUNTSVILLE
SPRING BRANCH WASTEWATER
TREATMENT PLANT IMPROVEMENTS
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STANDARD DETAILS

**State of Alabama
Alabama Department of Environmental Management
State Revolving Fund (SRF) Loan Program**



SRF Section
Permits and Services Division
Alabama Department of Environmental
Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

(334) 271-7796
(334) 271-7950 FAX

**Supplemental General Conditions
for SRF Assisted**

**Public Drinking Water and Wastewater
Facilities Construction Contracts**



SRF Project Number: CS-010307-14

ADEM FORM 341 03/10/10

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I – ADEM Special Conditions

1. Construction within State right-of-way shall be in accordance with Alabama Department of Transportation policies and procedures.
2. Construction is to be carried out in compliance with applicable NPDES permits and in a manner that prevents bypassing of raw wastewater flows during construction. If bypassing is anticipated, the ADEM NPDES Enforcement Branch (334-271-7975) shall be advised in advance and the contractor shall take all necessary steps to minimize the impacts of bypassing.
3. Siltation and soil erosion shall be minimized during construction. The contractor shall obtain an NPDES storm water permit for construction if required.
4. The owner shall provide and maintain competent and adequate supervision and inspection.
5. ADEM and EPA shall have access to the site and the project work at all times.
6. These Special Conditions shall supersede any conflicting provisions of this contract.
7. A project sign is required. See **Parts XVI and XVII, pages SGC-32 – SGC-33**, for more information.

II – Bonds and Insurance

Bonding requirements shall comply with Alabama Act No. 97-225. Provisions of the Act are summarized below:

1. Bid Bond – Not less than 5% of either the owner's estimated cost or of the contractor's bid up to a maximum \$10,000. The bid guarantee shall consist of a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make bonds in the State of Alabama.
2. Performance Bond – 100% of the contract price.
3. Payment Bond – Payable to the awarding authority, shall be executed in an amount not less than 50% of the contract price.

In addition to the insurance requirements elsewhere in the specifications, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 40 CFR 30.600 (b), if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency.

III – Utilization of Disadvantaged Businesses Enterprises (DBEs)

It is the policy of the State Revolving Loan Fund (SRF) to promote a "fair share" of sub-agreement awards to small, minority, and women-owned businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required in order for project costs to be eligible for SRF funding. The "fair share" objective is a goal, not a quota. Failure on the part of the apparent successful bidder to submit required information to the loan

recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

The project objectives for utilization of Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) are as follows:

Commodities (Supplies)	MBE 4%	WBE 11%
Contractual (Services)	MBE 8%	WBE 30%
Equipment	MBE 5%	WBE 20%
Construction	MBE 5%	WBE 17%

For purposes of clarification:

- This objective applies to any Federally assisted procurement agreement in excess of \$10,000.
- This objective necessitates three responsibilities; separate solicitations must be made of small and minority and women's business enterprises.
- A minority business is a business, at least 51 percent of which is owned and controlled by minority group members (Black; Hispanics; Asian American; American Indian; and, any other designations approved by the Office of Management and Budget).
- A women's business is a business, at least 51 percent of which is owned and controlled by one or more women.
- The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.
- Solicitation should allow adequate time for price analysis; ADEM recommends that contact be made no later than 15 days before bid opening.
- Efforts taken to comply with this objective must be documented in detail; maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms.
- ADEM recommends that the prime contractor utilize the services of the Minority Business Development Service Centers. These Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority and women's business enterprises. These Centers are located in a number of Regional cities.
- Use of the services provided by Centers does not absolve the prime contractors from pursuing additional efforts to meet this objective.

IV – Six Affirmative Steps for Good Faith DBE Solicitation

The loan recipient shall follow the six affirmative steps found in the SRF application when using loan funds to procure sources of supplies, construction and services.

If the successful bidder plans to subcontract a portion of the project, the bidder must submit to the owner within 10 days after bid opening, evidence of the affirmative steps taken to utilize small, minority and women's businesses. These six affirmative steps or 'good faith efforts' are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such affirmative steps are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the resources, services, and assistance of the Department of Transportation (DOT), Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce (MBDA).
6. If the Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

V – Documentation Required from Owner and Contractor

The low, responsive, responsible bidder must forward the following items, in duplicate, to the Owner no later than 10 days after bid opening. The Owner shall transmit one (1) copy of its DBE documentation of the prime contractor solicitation and the bidder's DBE documentation of all subcontractor solicitation to ADEM within 14 days after bid opening.

1. SRF project number and project name.
2. List of subcontractors (name, address and telephone) with dollar amount and duration for subcontracts). If there are to be no subcontractors, please indicate as such.
3. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
4. DBE Documents - See **Part IV, page SGC-3**.
5. Debarred Firms Certification – See **Part XIV, page SGC-23**.
6. Certification Regarding Equal Employment Opportunity – See **Part XIII, page SGC-22**.

The Owner shall submit semiannual MBE/WBE Utilization Reports (EPA Form 5700-52A, pages **SGC-16 - SGC-17**) within 30 days of the end of the semiannual reporting period (**April 30th and October 30th**). Submit reports directly to:

Diane Lockwood
Administrative Section
Fiscal Branch
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

The Prime Contractor must submit the following items to the Owner:

- 1) DBE Compliance Form.** The Owner must submit this information to ADEM to demonstrate compliance with the DBE requirements. ADEM's approval is required prior to award of the construction contract and commencement of any SRF-funded construction. (Page SGC-8)
- 2) Certification Regarding Equal Employment Opportunity.** This form is required for the prime contractor and for all subcontractors. The prime contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page SGC-22)
- 3) Debarred Firms Certification.** This form is required for the prime contractor and for all subcontractors. The prime contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page SGC-23)
- 4) EPA Form 6100-2 DBE Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have. The prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to ADEM's DBE Coordinator (to be forwarded to EPA's DBE Coordinator). (Page SGC-10)
- 5) EPA Form 6100-3 DBE Subcontractor Performance Form.** This form captures an intended DBE subcontractor's description of work to be performed for the prime contractor and the price of the work. This form is to be provided by the prime contractor to each DBE subcontractor and submitted with the DBE Compliance Form. (Page SGC-12)
- 6) EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures the prime contractor's intended use of an identified DBE subcontractor and the estimated dollar amount of the work. This form is to be completed by the prime contractor and submitted with the DBE Compliance Form. (Page SGC-14)
- 7) EPA Form 5700-52 A MBE/WBE Utilization Reports (DBE Semiannual Report).** The Owner must submit this information to ADEM within 30 days of the end of the semiannual reporting period (April 30th and October 30th). (Page SGC-16)
- 8) Changes to Approved DBE Compliance Form.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous Department approvals, the Owner must submit this information to the Department for prior approval in order for the affected subcontract work to be eligible for SRF funding. (Page SGC-21)
- 9) Certified Payrolls.** These should be submitted to the Owner at least monthly for the prime contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's). DBEs must be certified in order to be counted toward the recipient's MBE/WBE accomplishments. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The documentation of these good faith solicitation efforts must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least 1 logged phone call.

The prime contractor must employ the six affirmative steps to subcontract with DBEs, even if the prime contractor has achieved its fair share objectives.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must notify the Owner in writing prior to any termination and must employ the six good faith efforts described above if using a replacement subcontractor. Any proposed changes from an approved DBE subcontractor must be reported to the Owner and to ADEM on the Changes to Approved Subcontractors Form prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to ADEM for new DBE subcontracts.

VI – Resources for Identifying DBE Contractors/Subcontractors

The following organizations may provide assistance in soliciting DBE participation:

City of Birmingham
Office of Economic
Development
ATTN: Andrew Mayo,
Economic Specialist
710 20th Street North
Birmingham, Alabama
35203
205/254-2799
205/254-7741 FAX
ajmayo@ci.birmingham.al.us

U.S. Small Business
Administration
<http://www.pro-net.sba.gov>

National Association of
Minority
Contractors (NAMC)
<http://www.namc-atl.org>

Alabama Department of
Transportation
ATTN: John Huffman
1409 Coliseum Boulevard
Montgomery, Alabama
36130
334-244-6261
<http://www.dot.state.al.us>

U.S. Department of
Commerce
Minority Business
Development Agency
401 West Peachtree
Street NW – Suite 1715
Atlanta, Georgia 30308
404/730-3300
404/730-3313 FAX
<http://www.mbda.gov/>

Governor's Office of
Minority and Women's
Business Enterprises
401 Adams Avenue
Suite 360
Montgomery, Alabama
36130
1-800-447-4191
334/242-2220
334/242-4203 FAX

Birmingham Construction
Industrial Authority
ATTN: Rhonsha Walker
or Kimberly Bivins
3600 4th Avenue South
Birmingham, Alabama
35222
205/324-6202
205/324-6210 FAX
<http://www.BCIA1.org>

NOTES:

(1) The Owner and the prime contractor shall use the necessary resources to identify and directly solicit no less than 3 certified DBE/MBE firms and 3 WBE firms to bid in each expected contract/subcontract area. If a diligent and documented search of ALDOT, SBA, and MBDA directories does not identify 3 potential certified DBE/MBE firms and 3 potential certified WBE firms, then the prime contractor shall post an advertisement in at least 1 of the other online or print resources. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(2) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.

(3) The prime contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

(4) In addition, you may contact ADEM's DBE Coordinator, Diane Lockwood, at (334) 271-7815 for assistance.

VII – DBE Compliance Form

PLEASE NOTE: ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient: _____ SRF Loan Number: _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.

(Prime Contractor signature) Date _____

(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

(Signature of Owner or Owner's representative) Date _____

(Printed name and title)

GENERAL INFORMATION:

Owner contact: _____

Owner phone number/email: _____

Consulting engineer contact: _____

Consulting engineer phone number/email: _____

Proposed prime contractor: _____

Prime contractor contact: _____

Prime contractor phone number/email: _____

Proposed prime contract amount: \$ _____

Proposed total DBE/MBE participation: \$ _____ Percentage: _____% Goal: 17%

Proposed total WBE participation: \$ _____ Percentage: _____% Goal: 5%

Please submit the following with the DBE COMPLIANCE FORM:

- (1) List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- (2) Proof of certification by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.
- (3) Documentation of solicitation effort for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least 1 logged phone call. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (4) Justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.
- (5) Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity. (**Page SGC-22**)
- (6) Debarred Firms Certification. (**Page SGC-23**)
- (7) EPA Form 6100-3 DBE Subcontractor Performance Form for all DBE subcontracts. (**Page SGC-12**)
- (8) EPA Form 6100-4 DBE Subcontractor Utilization Form for all DBE subcontracts. (**Page SGC-14**)

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature _____

Title/Date _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No		
Signature of Prime Contractor		Date
Print Name		Title
Signature of Subcontractor		Date
Print Name		Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor

Date

Print Name

Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

XI - EPA Form 5700-52 A MBE/WBE Utilization Reports

OMB CONTROL NO. 2090-0030
APPROVED: 05/01/2008
APPROVAL EXPIRES: 01/31/2011

U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE AGREEMENTS, AND INTERAGENCY AGREEMENTS

PART 1. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR 200_____		1B. REPORTING PERIOD (Check ALL appropriate boxes) 9 1 st (Oct-Dec) 9 2 nd (Jan-Mar) 9 3 rd (Apr-Jun) 9 4 th (Jul-Sep) 9 Annual 9 Check if this is the last report for the project (Project completed).																			
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____		BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																			
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator)		3A. RECIPIENT NAME AND ADDRESS																			
2B. EPA DBE COORDINATOR Name: _____ E-mail: _____	2C. PHONE: Fax: _____	3B. RECIPIENT REPORTING CONTACT: Name: _____ E-mail: _____	3C. PHONE: Fax: _____																		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:																			
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) EPA Share: \$ _____ Recipient Share: \$ _____		5B. If NO procurement and NO accomplishments were made this reporting period, check and skip to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs. <div style="text-align: center;">9</div>																			
5C. Total Procurement and MBE/WBE Accomplishments This Reporting Period (Only Include amount not reported in any prior reporting period) Were sub-awards issued under this assistance agreement? Yes___ No___ Were contracts issued under this assistance agreement? Yes___ No___ Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients.) Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)																					
<table border="1"> <thead> <tr> <th></th> <th><u>Construction</u></th> <th><u>Equipment</u></th> <th><u>Services</u></th> <th><u>Supplies</u></th> <th><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$WBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>					<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																
\$MBE:	_____	_____	_____	_____	_____																
\$WBE:	_____	_____	_____	_____	_____																
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.)																					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE																			
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE																			

EPA FORM 5700-52A available electronically at http://www.epa.gov/osbp/pdfs/5700_52a.pdf

SRF Supplemental General Conditions

Type of product or service codes:

4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 01/31/11)

Instructions:

A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138, 12432, P.L. 102-389 and EPA Regulations Part 30 and 31. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter or annually, per the terms and conditions of the financial assistance agreement. Submission dates are January 30, April 30, July 30, and October 30. The submission date for annual reports is October 30. MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *contract* is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A *woman business enterprise* (WBE) is a business concern that is, (1) at least 51 percent owned by one or

more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

The following affirmative steps for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

C. Instructions for Part I:

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2005 falls within Federal fiscal year 2006**)
- 1b. Check applicable reporting box, quarterly or annually. Also indicate if this is the last report for the project.
- 1c. Indicate if this is a revision to a previous year or quarter, and provide a brief description of the revision you are making.
- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSDBU website at www.epa.gov/osdbu. Click on "Regional Contacts" for the name of your coordinator.

- 3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.
- 4a. Provide the Assistance Agreement or Interagency Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement or Interagency Agreement.

***For SRF recipients:** In box 4a list numbers for ALL open Assistance Agreements. SRF recipients will report activity for all Agreements on one form.

- 4b. Refer back to Assistance Agreement document for this information.

- 5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

- 5b. Self-explanatory.

- 5c. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

Provide the total dollar amount of all contracts/procurements awarded this reporting period by the recipient and all sub-recipients, and SRF loan recipients. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/procurement centers).

Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include the Federal, State and local shares in the procurement awards.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

- 6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what steps you are taking in furtherance of the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.
- 7. Name and title of official administrator or designated reporting official.
- 8. Signature and month, day year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

- 1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
- 2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
- 3. Dollar value of procurement.
- 4. Date of award, shown as month, day, year. Date of award is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of award is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (eg., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30 and 31); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

XII - Changes to Approved DBE Compliance Form

Loan Recipient: _____

SRF Loan Number: _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants.

(Prime Contractor signature)

Date _____

(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

(Signature of Owner or Owner's representative)

Date _____

(Printed name and title)

GENERAL INFORMATION:

- (1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state reason.
- (2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract, and DBE status.
- (3) Attach proof of certification by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.
- (4) Attach documentation of solicitation effort for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each solicitation with at least 1 logged phone call. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (5) Provide justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

XIII – Certification Regarding Equal Employment Opportunity

The contractor is required to comply with Executive Order 112-46 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color or national origin, whether such facilities are segregated by directive or on a de facto basis.

The contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The contractor must be prepared to comply in all respects with any contract provisions regarding non-discrimination stipulated in conjunction with labor standards.

CONTRACTOR'S CERTIFICATION:

Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes____ No____
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes____ No____
3. Bidder has filed all compliance reports due under applicable contract requirements. Yes____ No____

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature of Authorized Official: _____

Title: _____

Date: _____

XIV – Debarred Firms Certification

All prime construction contractors shall certify that Subcontracts have not and will not be awarded to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended and Voluntarily Excluded Persons, in accordance with the provisions of ADEM Administrative Code 335-6-14-.35. Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete this certification in duplicate and submit both copies to the owner with the bid proposal. The owner shall transmit one copy to ADEM within 14 days after the bid opening.

Project Name: _____

SRF Project No.: _____

The undersigned hereby certifies that the firm of _____
_____ has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended, and Voluntarily Excluded Persons.

Signature of Authorized Official: _____

Title: _____

Date: _____

XV – Davis-Bacon and Related Acts

Labor Standards Provisions for Federally Assisted Contracts

Section 5.5 Contract provisions and related matters.

(a) The Administrator of the U.S. Environmental Protection Agency (EPA) requires the contracting officer or subrecipient, that is, the owner or entity that receives the sub-grant or loan from the State capitalization grant recipient, to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of the EPA or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant, or annual contribution (except where a different meaning is expressly indicated) and which is subject to the labor standards provisions of any of the acts listed in Section 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Wage determinations may be obtained from the U.S. Department of Labor's web site, www.wdol.gov.

(ii) (A) The contracting officer or subrecipient, on behalf of EPA, shall require that any class of laborers or mechanics including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer or subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer or subrecipient to the State award official or the Alabama Department of Environmental Management (ADEM). The State award official or ADEM will transmit the report to the Administrator of the Wage and Hour Division, Employment Standards Administration (W&H, ESA), U.S. Department of Labor, Washington, DC 20210. The Administrator W&H, ESA, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or ADEM or will notify the State award official or ADEM within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer or subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer or subrecipient shall refer the questions, including the views of all interested parties and the recommendation of the State award official or ADEM, to the Administrator W&H, ESA for determination. The Administrator W&H, ESA, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or subrecipient or will notify the contracting officer or subrecipient within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(D) The wage rate (including fringe benefits where appropriate) determination pursuant to paragraphs (a)(1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for meeting the obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1225-0140.)

(2) Withholding.

The contracting officer or subrecipient, shall upon written request the EPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required

by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and Social Security Number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control 1215-0140 and 1215-0017.)

(ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the contracting officer or subrecipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the contracting officer or subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week.. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).. This required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting officer or subrecipient for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting officer or subrecipient. (Approved by the Office of Management and Budget under OMB control number 215-0149.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under

Section 5.5(a)(3)(ii) of Regulation 29 CFR Part 5, the appropriate information is being maintained under Section 5.5(a)(3)(i) of 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulation 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(I) of this section available for inspection, copying, or transcription by authorized representatives of the State, the U.S. EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator W&H, ESA determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the U.S. Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as the U.S. EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting officer or subrecipient, the State, the U.S. EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act.

The Administrator, EPA shall cause or require the contracting officer or subrecipient to insert the following clauses set forth in paragraph (b)(1), (2), (3), and (4) of this section in full in any contract, in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek or forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

The contracting officer or subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1,

the Administrator of EPA shall cause or require the contracting officer or subrecipient to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Administrator of EPA shall cause or require the contracting officer or subrecipient to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription authorized by representatives of the U.S. EPA and the Department of Labor, and the contractor or subcontractor will permit such representative to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

(Insert applicable wage rate determination here.)

Wage Rates are county specific for Heavy Construction and can be found at:
<http://www.gpo.gov/davisbacon/al.html> .

XVI – Project Sign Detail - CWSRF


<p>STATE OF ALABAMA Honorable (name), Governor</p> <p>ALABAMA WATER POLLUTION CONTROL AUTHORITY POLLUTION CONTROL PROJECT</p> <p>(NAME OF OWNER) (NAME OF PROJECT)</p> <p>\$(amount) STATE REVOLVING FUND LOAN</p> <p>(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER</p> <p>ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY</p>	
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Diagram showing a rectangular sign supported by two vertical posts.

1. Sign is to be constructed of ½" MDO plywood, 4' x 8'.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4" x 4" x 8' treated posts.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XVII – Project Sign Detail - DWSRF


<p>STATE OF ALABAMA Honorable (Name), Governor</p> <p>ALABAMA DRINKING WATER FINANCE AUTHORITY INFRASTRUCTURE PROJECT</p> <p>(NAME OF OWNER) (NAME OF PROJECT)</p> <p>\$(amount) STATE REVOLVING FUND LOAN</p> <p>(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER</p> <p>ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY</p>	
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Diagram showing a rectangular sign supported by two vertical posts.

1. Sign is to be constructed of ½" MDO plywood, 4' x 8'.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4" x 4" x 8' treated posts.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XVIII – Construction Contract Requirements

This checklist is to be completed by the Owner/Engineer when submitting plans and specifications to the SRF and Operator Certification Section for review. It affirms to the SRF reviewer that the Owner/Engineer has addressed these items (in boilerplate form) within the specifications manual.

Contract Page No.	Satisfied Yes/No	
_____	_____	Bid Advertisement (including date, time, and location of bid opening).
_____	_____	Bid Bond.
_____	_____	Performance Bond (100%).
_____	_____	Payment Bond (Not less than 50%).
_____	_____	Contract Length.
_____	_____	Liquidated Damages.
_____	_____	Liability Insurance (including workman's comp, public liability, and builder's risk, if applicable).
_____	_____	Method of Award (i.e. lowest, responsive, responsible bidder).
_____	_____	Air testing of gravity sewers (if applicable).

Within 14 days after bid opening, the Owner/Engineer is to prepare the Project Review and Cost Summary (**page SGC-35**) and submit it to the SRF and Operator Certification Section of ADEM. Upon completion of review, an Approval to Award will be issued.

Note: The Owner assumes all financial risk if the construction contract is awarded prior to the issuance of an Approval to Award by the SRF and Operator Certification Section.

XIX – Project Review and Cost Summary

ADEM <small>Alabama Department of Environmental Management</small>	SRF Project Review and Cost Summary	<small>Form Revised 03 -10-10</small>
<p>This form is to be completed and sent with supporting documentation to ADEM <u>within 14 days after bid opening</u>. Following review, an Approval to Award letter will be issued. Upon award of the contract, a complete, bound set of the contract documents should be forwarded to ADEM for review.</p> <p>Loan Applicant:_____ Project Number:_____</p> <p>Contract Number/Name:_____</p> <p>1. Date of plans and specifications concurrence letter from ADEM:_____</p> <p>Date of construction permit issuance from ADEM:_____</p> <p>2. Attach copies of the following documents:</p> <ul style="list-style-type: none">a. Bid advertisement with certification by publisher and date(s) of publication.b. Certified bid tabulation.c. Proposal of the selected bidder.d. Bid bond.e. Engineer's letter to loan applicant recommending award of the contract. If the award is made to other than the low bidder, provide justification.f. Site certificates for the project if not previously submitted with SRF loan application.g. Documentation from the owner and contractor. The list of required documents can be found in Part III, page SGC-3 of the ADEM Supplemental General Conditions for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts (ADEM FORM 341 03/10/10).h. Copy of the wage determination used in bidding.i. Any addenda that have been issued after ADEM review of the plans and specifications. <p>Comments:</p>		

SUMMARY OF WORK

SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

A map showing the general location is included in the Plans.

SC.3 SCOPE OF WORK

This project includes, but is not limited to the following description: Upgrade Plant 1A anaerobic digesters including the heat exchangers, boilers, piping and mixing components; upgrade existing gravity thickeners, new FOG receiving station including tank, pumps and piping; upgrade internal and external gas piping at Plant 1A (boilers, digesters, flare); replace and relocate the gas flare on Plant 1A (includes new metering); provide new electrically driven HST Blowers to supply air to Plant 1A aeration basins; provide DO control (via VFD;s and DO probes) for Plant 1A; demo CAT engine driven blowers and associated gas ancillaries.

SC.4 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

SC.5 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be **450 consecutive calendar days**, which time shall begin with ten (10) days of the work order or notice to proceed, or upon the date the Contractor moves on the site to begin the work, whichever is the earliest date. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

Requests for extension of time will be submitted to the Engineer per the requirements in the General Conditions. The Engineer shall ascertain the facts and the extent of the delay and shall recommend to the Owner whether it should extend the time for completing the Project. The Contractor shall provide all documentation requested by the Engineer. Extensions of time, if any, will be made by the Owner only if in accordance with the Contract Documents.

SC.6 PROGRESS SCHEDULE

The Contractor shall submit a construction contract schedule of the bar graph (or other approved) format seven (7) calendar days prior to the preconstruction conference showing the following information as a minimum:

- (1) Actual date construction is scheduled to start.
- (2) Planned contract completion date.



HUNTSVILLE

Tommy Battle
Mayor

Shane Davis, P.E.
Director of
City Engineering

SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS

Project No. CS-010307-14

October 19, 2011

Addendum #1

The attached pre-bid meeting minutes, all addenda, and attachments for the above- referenced project will become part of the contract documents.

Contractors are authorized to download quantities from website and paste to floppy disk or CD of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be submitted and signed with original bid packet. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

Clarifications

- a. Page 14 (Construction Sequence) - Phase I: Preparation and Staging - Please note that the Owner will drain the Gravity Thickeners to the lowest point possible. Contractor will take from there.
- b. Page 14 (Construction Sequence) - Phase I: Preparation and Staging - During construction stages, sludge will be processed at Plant 1A northern

The Star of Alabama

most digester and Plant 1 digesters as needed. Contractor shall coordinate with WWTP operators and staff prior to work beginning.

- c. Page 14 (Construction Sequence) - Phase II: Digester and Gas Improvements - Only the southernmost digester at Plant 1A will be required to be drained and cleaned. No work will be done on the north digester at Plant 1A. It will be isolated and kept in service. Contractor shall coordinate with WWTP operators and staff prior to work beginning.
 - d. Page 14 (Construction Sequence) - Phase II: Digester and Gas Improvements - Owner will empty the gas spheres, Contractor will be responsible for purging the gas spheres' prior to demo & removal.
 - e. All bolts, nuts, washers, uni-strut, etc. that is used at the WWTP will be required to be stainless steel.
- 2. The Owner will designate a place for scrap metals to be placed. WPC will be keeping all scrap metals.
 - 3. The State of Alabama, Alabama Department of Environmental Management has issued a revised set of "Supplemental General Conditions" for SRF Assisted Projects. These new "Supplemental General Conditions" are attached to this addendum and should replace the previous version included with the specifications.

Contractors Questions

Question 1:

There is a reference on the drawings about the methane storage tank; about cutting it up to sizes by the owner's direction. Need to know if that is 3' x 3' or whatever can be put on the ground?

Answer :

There will be a roll off dumpster somewhere near construction area. The approximate size of the dumpster will be 8 ft wide x 23.5 feet long. All scrap metal shall easily fit inside the dumpster without any portions extending over the sides.

Question 2:

What about the pieces that will hang out of the dumpster? Scrap people will sometimes complain that they want it cut up into smaller pieces. Need to know the size of the largest piece they'll take.

Answer:

There will be a roll off dumpster somewhere near construction area. The approximate size of the dumpster will be 8 ft wide x 23.5 feet long. All scrap

metal shall easily fit inside the dumpster without any portions extending over the sides.

Question 3:

Where will the sludge inside of digester be disposed of?

Answer:

All sludge from the southern digester will be placed in the sludge drying beds. The Owner will pump down the digester as far as possible. The contractor will be responsible for emptying the remaining sludge from the digester.

Question 4:

Is the project a prevailing wage/davis bacon project?

Answer:

Davis Bacon Wage Rates will apply on this project. The applicable rates are attached to this addendum and also included after page 32 of the "ADEM Supplemental General Conditions". You may also look them up on the following website: <http://www.wdol.gov>

Question 5:

Based on the Process Piping Schedule in Section 40 23 39 Remarks #6, is it the intentions that the RAW SEWAGE PROCESS PIPING will be the ONLY Wastewater piping System required to have a Protective Lining?

Answer:

All ductile iron pipe (gravity service) shall have cement mortar lined on the interior per AWWA C104/A21.7-90. All ductile iron pipe (pressure service) shall have ceramic epoxy lining, such as Protecto 401 ceramic epoxy or approved equal.

Question 6:

Please advise...Drawing 05-C-102 calls out for contractor to ADD ELECTRIC OPERATORS TO EXISTING TELEVALVES SEE 05-G-101, Drawing 05-E-101 does list in the MOTOR LIST: MOTOR NUMBER 10FCV01 & 10FCV02 (NEW CONTROL VALVE)...will this installation be replacing an Existing TELESCOPING VALVE or just providing a New ELECTRIC MOTOR OPERATOR to Existing? Also please provide size of Existing and/or New Valve.

Answer:

This installation will be providing a New Electric Motor Operator to the existing telescoping valve. Existing valves (2) are 8" Diameter.

Question 7:

Please advise...Specification 23 11 23 Natural Gas Piping System has different material requirements for this System than the Process Piping Schedule for NG...which is correct?

Answer:

Specification 23 11 23 is correct for Natural Gas Piping.

Question 8:

Please advise...Gravity Thickener Drawing P&ID 8-I-501 shows 3ea. CHECK VALVES on the Discharge Lines from the PUMPS but Gravity Thickener Pipe Gallery Plan Drawing 10-M-121 does not show these Valves...is it the intent that these Valves are required to be installed in the Vertical Position coming off the Pumps?

Answer:

The check valves shown on the Drawing P&ID 8-I-501 should be eliminated.

Question 9:

Detail 5 on drawing 20-S-401 appears to show only the Concrete Support Pad and nothing else, will there be any Detail showing what type of Metal Support that will mounted to the Pad for Supporting the Nozzles as shown on drawing 20-M-131.

Answer:

Metal support shall be per Manufacturer's recommendations.

Question 10:

Will you be providing missing Spec Section 40 23 39.56 HIGH DENSITY POLYETHYLENE (HDPE) TUBE AND FITTINGS?

Answer:

HDPE for digester gas shall be Driscoplex 6400 or approved equal. HDPE pipe shall meet specifications of ASTM D2513, API 15LE, ASTM D3350, with cell classification of PE445574C, and PPI TR-4 designation PE4710. Pipe shall be installed per detail on sheet 30-M-433 and per manufacturer's recommendations. All gas piping shall be laid to prevent moisture collection or pockets. A detectable tape shall be installed in trench a minimum of 2 feet above pipe.

Question 11:

Please advise if the attached TRENCH DRAIN manufactured by ACO will be acceptable in regards to Drawing 40-C-101, if not, please provide required information needed.

Answer:

Drawings call for Neenah R-4999-L3 (Heavy Duty) or approved equal. All equals will be evaluated during the submittal process.

Question 12:

On drawing 40-E-131 you call for the mini power zone to be 10 kVA and on drawing 100-E-102 it is shown as 15 kVA and on 40-E-501 (Panel Schedule) there is no designation.

Answer:

The mini power zone is to be 15kva as shown on Drawing 100-E-102.

Question 13:

Pillar Magnetic Drive HST Blowers:

Specification 44 42 29, Page 7, Paragraph 3C. The PillAerator has been designed to protect the magnetic bearings in the event of a power failure. The capacitors built into our blower fully protects the magnetic bearing to allow the motor shaft to come to a complete stop while providing power to the magnetic Bearings. Once the shaft comes to complete stop the capacitors slowly allow the magnetic bearings to rest on secondary roller bearings as a secondary precaution, whereas other suppliers utilize only the back up bearings as their primary precaution. Based on our design is a third UPS system required?

Answer:

A full evaluation will be conducted during the submittal process. However, for bidding purposes, if the Pillar Magnetic Drive HST Blowers provide a back-up system that will protect the unit and the magnetic bearing, when there is a power failure, and this is a proven technology, it should be acceptable.

Question 14:

Pillar Magnetic Drive HST Blowers:

Specification 44 42 29, Page 8, Paragraph 3d. The PillAerator is equipped with a wireless communication and does not require a modem that is hardwired into a dedicated phone. With our system the cost of this dedicated phone along with the associated wiring is eliminated. Is it possible to accept a wireless communication as a acceptable alternative to the modem that is hardwired into a dedicated phone.

Answer:

A full evaluation will be conducted during the submittal process. However, for bidding purposes, a wireless communication device would be acceptable as long as it is able to communicate with the existing SCADA equipment.

Question 15:

Pillar Magnetic Drive HST Blowers:

Specification 44 42 29, Page 10, Paragraph J3. Per the inlet filter spec. it requires that the filter housing shall be designed with louvers and hoods. According to Dollinger who is specified, they provide either Hoods or Louvers but not both. If they provide hoods is louvers still required?

Answer:

Provide option that is recommended by Dollinger.

Question 16:

Piller Magnetic Drive HST Blowers:

Specification 44 42 29, Page 12, Paragraph 2.8G. It specifies NEMA 4X Local control panels. Please verify that this is correct as the blowers are located indoors which typically requires a NEMA 12 control system.

Answer:

NEMA 4X will be required inside the blower/boiler room.

Question 17:

On Drawing 30-SM-201, the 6" explosion relief valve is not required due to the pressure relief valve and flame trap. Is this acceptable to leave this off the bid price?

Answer:

The 6" explosion relief valve may be left off per manufacturer's recommendations. This will need to be noted by manufacturer during submittal procedures.

Question 18:

Spec Section 42 12 26, Page 4, Paragraph 2.4B - The burner capacity for the gas flare is listed as 174 SCFM. During the design phase it was given as 300 SCFM, did something change in the design phase to lower this capacity?

Answer:

The design burner capacity for the gas flare is 174 SCFM.

Question 19:

Where will insulation be required on the new pipe and fittings we are installing? Specifically will it only be required on the HWS and HWR lines at the boiler and Heat Exchanger? Will it be required on the DS lines we are modifying around the heat exchangers? Will it be required at any locations on the SS gas lines?

Answer:

Pipe insulation will be required on all above ground HWS and HWR lines at the boiler and heat exchanger. Pipe insulation will also be required on the DS lines being remodeled around the heat exchangers. Pipe insulation is not required on the SS gas lines.

Question 20:

On Sheet 24, "Gravity Thickener - Primary Sludge Piping Modifications", (Bottom Right of Sheet), approximately how deep is the existing line that will be tied into?

Answer:

Not certain on pipe depth, assume 5 to 10 feet deep.

Question 21:

Sheet 63, Note 2, states that all exposed piping shall be heat traced and insulated. Please clarify if this is for the 3" and 4" lines associated with the pumps, the small water lines shown on 64, 65, and 66, or both.

Answer:

All exposed piping (lines associated with pumps and small water lines) shall be heat traced and insulated.

Question 22:

On Sheet 56 it appears that the septage receiving station is being built at the location of an existing sludge drying bed. Other than demoing the 2' foot retaining wall, will any demolition of the underdrain lines/concrete ramps, etc. be required? Will the drying bed be cleaned out or will the contractor be required to handle the sludge? It also appears that the drying bed elevation is lower than the adjacent ground. Will fill dirt be required? Also on the same sheet it shows a proposed manhole and 15" PVC line going into the drying bed to the east. Will the contractor be responsible for repair to existing underdrains if they are damaged while installing the pipe and manhole. Will the contractor be responsible for replacing sand and gravel that is removed for construction?

Answer:

The underdrain piping and concrete drive strips shall be removed by contractor in the location of the septage receiving station. Underdrain piping shall be capped off appropriately and per Owner/Engineer's direction. The sludge from the drying bed will be cleaned out by the owner. Any remaining drying bed sand/gravel will be removed by the Contractor, if deemed necessary. Spot elevations are noted on the drawing for the top of concrete, any fill dirt necessary to obtain these elevations is the responsibility of the Contractor. Contractor will be responsible for any damage to the existing underdrains on adjacent sludge bed during construction activities. The contractor will be responsible for replacing all sand/gravel in the sludge bed that is to remain, just east of the septage receiving station.

E-VERIFY CONDITIONS: As a condition of the contract, pursuant to 8 U.S.C. §1324a, Contractor, must certify that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Contractor certifies that it has enrolled in the designated employment eligibility verification system and will maintain enrollment throughout the term of this contract.

All addenda must be acknowledged either on the outside of the bid envelope or on the third page of your bid proposal known as Attachment "B".

**Attachments: Pre-Bid Minutes
Davis Bacon Wage Rates
ADEM Supplemental General Conditions**

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

Thursday, October 13, 2011
9:30 am

PROJECT NAME Spring Branch Wastewater Treatment Plant Improvements

PROJECT # CS-010307-14

PROJECT ENGINEER: Randall Stewart

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.
 - Randall Stewart and Matt Reynolds with WPC
 - Bill Thomas and Jimmy Parton with Garver will be the construction observers on the project.
 - Dana Pollock with Garver will be the project engineer.
 - Mary Hollingsworth and Penny Kelly will be doing the contract paperwork.

The following people were in attendance at the Mandatory Pre-Bid Meeting:

Terry Belcher	P.F. Moon
Mike Herrell	Haren Construction Co. Inc.
Randy Blakely	D.R.M. Utilities
Trey Doyle	Hydra Service
Chad Sandel	Cardinal Southeast
Bruce Jones	Cardinal Southeast
Randall Stewart	COH
Matt Reynolds	COH
Josh Wilburn	Johnson Contractors
John Carlton	Garnet Electric
Chris Goodwin	SJ&L General Contractor
Larry Ledbetter	Mitchell Industrial
Marc Dempsey	B.H. Craig
Mark Johnson	MJC
Mary Hollingsworth	COH-Eng
Dana Pollock	Garver
Bill Thomas	Garver
Jimmy Parton	Garver

2. Project Engineer gave a brief description of work.

Project includes, but is not limited to, the following description: Upgrade Plant 1A (All the work will take place in the southern digester and the digester house) anaerobic digesters including the heat exchangers, boilers, piping, and mixing components; upgrade existing gravity thickeners; new FOG receiving station including tank, pumps and piping; upgrade internal and external gas piping at Plant 1A (boilers, digesters, flare); replace and relocate the gas flare on Plant 1A (includes new metering); provide new electrically driven HST blowers to supply air to Plant 1A aeration basins; provide DO control for Plant 1A; demo CAT engine driven blowers and associated gas ancillaries.

This is also an ADEM State Revolving Fund project; all they're requirements will apply to this project.

3. Progress Schedule of Operations were discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).
4. Discussed all Permits.
 - a. Permits Required – All associated building/construction permits from the COH Inspection Department.
5. Utility Project Notification – Entire project is located on WWTP site. TVA power lines present on site, HU potable water, HU gas, HU electrical, and all plant associated utilities, etc.

***Utility company representatives should give a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.
6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.
 - a. RFI during project will be submitted through Garver.
 - b. Shop Drawings will be submitted through Garver.
7. Any right-of-way issues should be discussed. – All work will take place on WWTP property.

8. Any other projects that may conflict should have their project engineer, contractor and representatives in attendance to discuss. No other projects that will conflict with this project that I am aware of. WWTP operation will stay 100% functional during this project construction.

The only work going on is the construction of a new admin building. There is nothing going on in the area that the contractor will be working in.

9. City of Huntsville furnished bid disk must be submitted with bid package. Contractors are required to download the bid tab off the website and put it on a disk. That is required to be submitted with the bid package.

10. Project Engineer should discuss plans, specs and special provisions. All are available on the City website.

a. A review of the plans should be made with emphasis placed on unusual construction features and special drawings.

b. Each pay item of the contract should be read out and any questions concerning the method of measurement or payment discussed.

There are six (6) line items:

- 1 **Mobilization, Bonds, Insurance, Including necessary clearing and grubbing and traffic control- 1 LS**
- 2 **Wastewater Treatment Plant Improvements proposed within the Bidding Documents, Complete in Place- 1 LS**
- 3 **Crack Injection (estimated 480 LF) (for Gravity Thickener rehabilitation) - 1 LF**
- 4 **Surface Repair (estimated 700 SF) (for Gravity Thickener rehabilitation) - 1 SF**

Gravity Thickeners will have some repairs needed on them. The City will drain and then will have to look at them and inspect them. Contractor has a line item to do for LF for crack injections and surface repairs. There is an estimated amount; that could be under or over, it will be adjusted based on the unit price given.

- 5 **Aid to Construction-Huntsville Utilities (transformer relocation-Contractor responsible for slab and conduit work per HU specifications - 1 LS - \$50,000.00**
- 6 **Aid to Construction-Huntsville Utilities-potential utility relocations - 1 LS - \$20,000.00**

The two (2) Aid to Construction line items won't change.

- i. Project will be awarded on base bid with the approved manufacturers as listed in Plans and Specs.
A lot of the large equipment items have one manufacturer listed that is approved. Base bid it on those manufacturers.
- ii. Any contractor who plans to submit alternate manufacturers for equipment listed (at any point after the bid) must meet the following criteria.
 1. Item must meet requirements of drawings and specifications

2. Item must be listed in the alternate/deduct page of the specifications (Section 01 04 01, Page 2) with a deduct price/no change in price/additional price.
3. Approval of listed alternates will occur during the submittal process (only items listed as a potential alternate during the bid process will be reviewed for approval.)
If no alternate is listed, contractor will have to go with the Base Bid.
- c. When a contractor is new to COH contracts, the standard specifications should be discussed with emphasis on time charges, extra work, materials, etc.
Standard Specs that came with the package apply. City of Huntsville also has its own Standard Specs that can be downloaded from the COH website. Those apply also. If there are any discrepancies, City spec would take precedence.
- d. State of Alabama classification required – Municipal & Utilities Contractor
- e. Calendar days (450) allocated to complete project. (asked during pre-bid meeting if there were any concerns that contract cannot be completed within contract time specified.)
- f. Anticipated Schedule:
 - i. Bid Opening: (October 25, 2011, at 10:00 a.m.)
 - ii. Contract Submitted To Council: (November 10, 2011)
 - iii. Anticipated NTP: (November 11, 2011)
 - iv. Construction Completion date: (February 2, 2013)
- g. Construction trailer is required for Contractor & to hold progress meetings
- h. As-builts are required
- i. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

11. Sequence of Construction: A suggested sequence of construction is included in plans/drawings on Sheet 14. However, contractor is ultimately responsible for the construction schedule and sequence. Plant shall stay operational at all times. Daily coordination is expected with the WWTP personnel.
12. Traffic Control - Contractor should be made aware of his/her responsibility to handle traffic safely through the work zone. Minimum traffic control - Plant staff and workers should have access to all areas at all times. The method of payment for traffic control shall be included in the mobilization line item of bid.
13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)
14. Drawing Clarifications: will go out via Addendum also.
 - Page 14 (Construction Sequence) – Phase I: Preparation and Staging – Please note that the Owner will drain the Gravity Thickeners to the lowest point possible. Contractor will take from there.
 - Page 14 (Construction Sequence) – Phase I: Preparation and Staging – During construction stages, sludge will be processed at Plant 1A northern most digester and Plant 1 digesters as needed. Contractor shall coordinate with WWTP operators and staff prior to work beginning.
 - Page 14 (Construction Sequence) – Phase II: Digester and Gas Improvements – Only the southernmost digester at Plant 1A will be required to be drained and cleaned. No work will be done on the north digester at Plant 1A. It will be isolated and kept in service. Contractor shall coordinate with WWTP operators and staff prior to work beginning.
 - Page 14 (Construction Sequence) – Phase II: Digester and Gas Improvements – Owner will empty the gas spheres, Contractor will be responsible for purging the gas spheres' prior to demo & removal.
 - All bolts, nuts, washers, uni-strut, etc. that is used at the WWTP will be required to be stainless steel.

There will be a place noted for scrap metals. WPC will be keeping all scrap metals.

15. This is an ADEM Clean Water State Revolving Fund Project. All related and required paperwork shall be submitted with bid documents. MBE/DBE requirements for bid. There is a whole section in the front of the specs relating to SRF and there are some forms that will need to be filled out and submitted with the bid. MBE/DBE companies are given the opportunity to bid on the subs or any equipment, supplies. ADEM will ask for documentation from the winning bidder. Contractor can send emails; they like written documentation the best. If there are copies of emails sent to MBE/DBE companies, Dana will need copies of all of that.
16. Any subcontractors present should be given the opportunity ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. All subs must be listed on the bid package.
17. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.
18. **E-VERIFY CONDITIONS:** As a condition of the contract, pursuant to 8 U.S.C. §1324a, Contractor, must certify that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Contractor certifies that it has enrolled in the designated employment eligibility verification system and will maintain enrollment throughout the term of this contract.
19. Any additional questions?
 - Q: There is a reference on the drawings about the methane storage tank; about cutting it up to sizes by the owner's direction. Need to know if that is 3'x3' or what can be put on the ground?
 - A: There will be a roll off dumpster. Size to be addressed in addendum.
 - Q: What about the pieces that will hang out of the dumpster? Scrap people will sometimes complain that they want it cut up into smaller pieces. Need to know the size of the largest piece they'll take.
 - A: Will be addressed in addendum.
 - Q: Where will the sludge be disposed of?
 - A: In the sludge drying beds.
 - Q: When was the last time they were cleaned out?
 - A: 2002.

20. All questions will be answered and all clarifications made by addendum. The pre-bid notes and all addenda shall become a part of the contract documents.

21. Submitting Questions:

- Last day for submitting questions concerning this project before the bid will be: Monday, October 17, 2011 at 5:00 p.m.
- Submit all questions to Dana Pollock at dlpollock@GarverUSA.com or fax to 256-534-5544.
- Final Addendum will be issued no later than Wednesday, October 19, 2011.

General Decision Number: AL100141 10/07/2011 AL141

Superseded General Decision Number: AL20080141

State: Alabama

Construction Type: Heavy
Including Water and Sewer Line Construction

County: Madison County in Alabama.

Modification Number	Publication Date
0	03/12/2010
1	05/14/2010
2	12/03/2010
3	12/10/2010
4	10/07/2011

ELEC0558-003 12/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 23.25	8.75+4%

ENGI0320-006 01/01/2010

	Rates	Fringes
Power equipment operators:		
Cherry Picker (Hydraulic		
Crane Under 100 Ton),		
Backhoe, Bulldozer, Hoist,		
Mechanic, and Roller.....	\$ 21.08	8.31
Crane (Hydraulic &		
Conventional Cranes 100		
Ton and Over).....	\$ 22.08	8.31
Oiler.....	\$ 18.42	8.31

IRON0477-001 05/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.00	10.03

* PLAS0148-003 07/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 22.00	6.34

SUAL2007-167 11/28/2007

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 10.27	0.17
LABORER: Common or General.....	\$ 10.36	0.00
LABORER: Pipelayer.....	\$ 9.97	0.00

OPERATOR: Asphalt Spreader.....\$ 13.36	0.00
OPERATOR: Excavator.....\$ 14.00	0.00
OPERATOR: Forklift.....\$ 19.40	5.76
OPERATOR: Grader/Blade.....\$ 15.58	4.66
OPERATOR: Loader (Front End)....\$ 14.90	2.37
OPERATOR: Trackhoe.....\$ 11.50	0.44
PIPEFITTER.....\$ 16.28	0.00
TRUCK DRIVER.....\$ 10.04	0.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have

responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**State of Alabama
Alabama Department of Environmental Management
State Revolving Fund (SRF) Loan Program**



SRF Section
Permits and Services Division
Alabama Department of Environmental
Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

(334) 271-7796
(334) 271-7950 FAX

**Supplemental General Conditions
for SRF Assisted**

**Public Drinking Water and Wastewater
Facilities Construction Contracts**



FY 2011 Projects

SRF Project Number: _____

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I – ADEM Special Conditions

1. Construction within State right-of-way shall be in accordance with Alabama Department of Transportation policies and procedures.
2. Construction is to be carried out in compliance with applicable NPDES permits and in a manner that prevents bypassing of raw wastewater flows during construction. If bypassing is anticipated, the ADEM NPDES Enforcement Branch (334-271-7975) shall be advised in advance and the contractor shall take all necessary steps to minimize the impacts of bypassing.
3. Siltation and soil erosion shall be minimized during construction. The contractor shall obtain an NPDES storm water permit for construction if required.
4. The owner shall provide and maintain competent and adequate supervision and inspection.
5. ADEM and EPA shall have access to the site and the project work at all times.
6. These Special Conditions shall supersede any conflicting provisions of this contract.
7. A project sign is required. See **Parts XVI and XVII, pages SGC-32 – SGC-33**, for more information.

II – Bonds and Insurance

Bonding requirements shall comply with Alabama Act No. 97-225. Provisions of the Act are summarized below:

1. Bid Bond – Not less than 5% of either the owner's estimated cost or of the contractor's bid up to a maximum \$10,000. The bid guarantee shall consist of a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make bonds in the State of Alabama.
2. Performance Bond – 100% of the contract price.
3. Payment Bond – Payable to the awarding authority, shall be executed in an amount not less than 50% of the contract price.

In addition to the insurance requirements elsewhere in the specifications, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 40 CFR 30.600 (b), if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency.

III – Utilization of Disadvantaged Businesses Enterprises (DBEs)

It is the policy of the State Revolving Loan Fund (SRF) to promote a "fair share" of sub-agreement awards to small, minority, and women-owned businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required in order for project costs to be eligible for SRF funding. The "fair share" objective is a goal, not a quota.

Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

The project objectives for utilization of Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) are as follows:

Commodities (Supplies)	MBE 4%	WBE 11%
Contractual (Services)	MBE 8%	WBE 30%
Equipment	MBE 5%	WBE 20%
Construction	MBE 5%	WBE 17%

For purposes of clarification:

- This objective applies to any Federally assisted procurement agreement in excess of \$10,000.
- This objective necessitates three responsibilities; separate solicitations must be made of small and minority and women's business enterprises.
- A minority business is a business, at least 51 percent of which is owned and controlled by minority group members (Black; Hispanics; Asian American; American Indian; and, any other designations approved by the Office of Management and Budget).
- A women's business is a business, at least 51 percent of which is owned and controlled by one or more women.
- The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.
- Solicitation should allow adequate time for price analysis; ADEM recommends that contact be made no later than 15 days before bid opening.
- Efforts taken to comply with this objective must be documented in detail; maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms.
- ADEM recommends that the prime contractor utilize the services of the Minority Business Development Service Centers. These Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority and women's business enterprises. These Centers are located in a number of Regional cities.
- Use of the services provided by Centers does not absolve the prime contractors from pursuing additional efforts to meet this objective.

IV – Six Affirmative Steps for Good Faith DBE Solicitation

The loan recipient shall follow the six affirmative steps found in the SRF application when using loan funds to procure sources of supplies, construction and services.

If the successful bidder plans to subcontract a portion of the project, the bidder must submit to the owner within 10 days after bid opening, evidence of the affirmative steps taken to utilize small, minority and women's businesses. These six affirmative steps or 'good faith efforts' are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such affirmative steps are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the resources, services, and assistance of the Department of Transportation (DOT), Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce (MBDA).
6. If the Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

V – Documentation Required from Owner and Contractor

The low, responsive, responsible bidder must forward the following items, in duplicate, to the Owner no later than 10 days after bid opening. The Owner shall transmit one (1) copy of its DBE documentation of the prime contractor solicitation and the bidder's DBE documentation of all subcontractor solicitation to ADEM within 14 days after bid opening.

1. SRF project number and project name.
2. List of subcontractors (name, address and telephone) with dollar amount and duration for subcontracts). If there are to be no subcontractors, please indicate as such.
3. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
4. DBE Documents - See **Part IV, page SGC-3**.
5. Debarred Firms Certification – See **Part XIV, page SGC-23**.
6. Certification Regarding Equal Employment Opportunity – See **Part XIII, page SGC-22**.

The Owner shall submit semiannual MBE/WBE Utilization Reports (EPA Form 5700-52A, pages **SGC-16 - SGC-17**) within 30 days of the end of the semiannual reporting period (**April 30th and October 30th**). Submit reports directly to:

Diane Lockwood
 Administrative Section
 Fiscal Branch
 Alabama Department of Environmental Management
 Post Office Box 301463
 Montgomery, Alabama 36130-1463

The Prime Contractor must submit the following items to the Owner:

- 1) DBE Compliance Form.** The Owner must submit this information to ADEM to demonstrate compliance with the DBE requirements. ADEM's approval is required prior to award of the construction contract and commencement of any SRF-funded construction. (Page SGC-8)
- 2) Certification Regarding Equal Employment Opportunity.** This form is required for the prime contractor and for all subcontractors. The prime contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page SGC-22)
- 3) Debarred Firms Certification.** This form is required for the prime contractor and for all subcontractors. The prime contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page SGC-23)
- 4) EPA Form 6100-2 DBE Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have. The prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to ADEM's DBE Coordinator (to be forwarded to EPA's DBE Coordinator). (Page SGC-10)
- 5) EPA Form 6100-3 DBE Subcontractor Performance Form.** This form captures an intended DBE subcontractor's description of work to be performed for the prime contractor and the price of the work. This form is to be provided by the prime contractor to each DBE subcontractor and submitted with the DBE Compliance Form. (Page SGC-12)
- 6) EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures the prime contractor's intended use of an identified DBE subcontractor and the estimated dollar amount of the work. This form is to be completed by the prime contractor and submitted with the DBE Compliance Form. (Page SGC-14)
- 7) EPA Form 5700-52 A MBE/WBE Utilization Reports (DBE Semiannual Report).** The Owner must submit this information to ADEM within 30 days of the end of the semiannual reporting period (April 30th and October 30th). (Page SGC-16)
- 8) Changes to Approved DBE Compliance Form.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous Department approvals, the Owner must submit this information to the Department for prior approval in order for the affected subcontract work to be eligible for SRF funding. (Page SGC-21)
- 9) Certified Payrolls.** These should be submitted to the Owner at least monthly for the prime contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's). DBEs must be certified in order to be counted toward the recipient's MBE/WBE accomplishments. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The documentation of these good faith solicitation efforts must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least 1 logged phone call.

The prime contractor must employ the six affirmative steps to subcontract with DBEs, even if the prime contractor has achieved its fair share objectives.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must notify the Owner in writing prior to any termination and must employ the six good faith efforts described above if using a replacement subcontractor. Any proposed changes from an approved DBE subcontractor must be reported to the Owner and to ADEM on the Changes to Approved Subcontractors Form prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to ADEM for new DBE subcontracts.

VI – Resources for Identifying DBE Contractors/Subcontractors

The following organizations may provide assistance in soliciting DBE participation:

City of Birmingham
Office of Economic
Development
ATTN: Andrew Mayo,
Economic Specialist
710 20th Street North
Birmingham, Alabama
35203
205/254-2799
205/254-7741 FAX
ajmayo@ci.birmingham.al.us

U.S. Small Business
Administration
<http://www.pro-net.sba.gov>

National Association of
Minority
Contractors (NAMC)
<http://www.namc-all.org>

Alabama Department of
Transportation
ATTN: John Huffman
1409 Coliseum Boulevard
Montgomery, Alabama
36130
334-244-6261
<http://www.dot.state.al.us>

U.S. Department of
Commerce
Minority Business
Development Agency
401 West Peachtree
Street NW – Suite 1715
Atlanta, Georgia 30308
404/730-3300
404/730-3313 FAX
<http://www.mbdga.gov/>

Governor's Office of
Minority and Women's
Business Enterprises
401 Adams Avenue
Suite 360
Montgomery, Alabama
36130
1-800-447-4191
334/242-2220
334/242-4203 FAX

Birmingham Construction
Industrial Authority
ATTN: Rhonsha Walker
or Kimberly Bivins
3600 4th Avenue South
Birmingham, Alabama
35222
205/324-6202
205/324-6210 FAX
<http://www.BCIA1.org>

NOTES:

(1) The Owner and the prime contractor shall use the necessary resources to identify and directly solicit no less than 3 certified DBE/MBE firms and 3 WBE firms to bid in each expected contract/subcontract area. If a diligent and documented search of ALDOT, SBA, and MBDA directories does not identify 3 potential certified DBE/MBE firms and 3 potential certified WBE firms, then the prime contractor shall post an advertisement in at least 1 of the other online or print resources. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(2) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.

(3) The prime contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

(4) In addition, you may contact ADEM's DBE Coordinator, Diane Lockwood, at (334) 271-7815 for assistance.

VII – DBE Compliance Form

PLEASE NOTE: ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient: _____ SRF Loan Number: _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.

(Prime Contractor signature) Date _____

(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

(Signature of Owner or Owner's representative) Date _____

(Printed name and title)

GENERAL INFORMATION:

Owner contact: _____

Owner phone number/email: _____

Consulting engineer contact: _____

Consulting engineer phone number/email: _____

Proposed prime contractor: _____

Prime contractor contact: _____

Prime contractor phone number/email: _____

Proposed prime contract amount: \$ _____

Proposed total DBE/MBE participation: \$ _____ Percentage: _____% Goal: 17%

Proposed total WBE participation: \$ _____ Percentage: _____% Goal: 5%

Please submit the following with the DBE COMPLIANCE FORM:

- (1) List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- (2) Proof of certification by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.
- (3) Documentation of solicitation effort for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least 1 logged phone call. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (4) Justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.
- (5) Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity. **(Page SGC-22)**
- (6) Debarred Firms Certification. **(Page SGC-23)**
- (7) EPA Form 6100-3 DBE Subcontractor Performance Form for all DBE subcontracts. **(Page SGC-12)**
- (8) EPA Form 6100-4 DBE Subcontractor Utilization Form for all DBE subcontracts. **(Page SGC-14)**

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form

Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature

Title/Date

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form

Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

IX - EPA Form 6100-3 DBE Subcontractor Performance Form

Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? ____ Yes ____ No		
_____ Signature of Prime Contractor		_____ Date
_____ Print Name		_____ Title
_____ Signature of Subcontractor		_____ Date
_____ Print Name		_____ Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

IX - EPA Form 6100-3 DBE Subcontractor Performance Form

Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

X - EPA Form 6100-4 DBE Subcontractor Utilization Form

Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor

Date

Print Name

Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

X - EPA Form 6100-4 DBE Subcontractor Utilization Form

Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

XI - EPA Form 5700-52 A MBE/WBE Utilization ReportsOMB CONTROL NO. 2090-0030
APPROVED: 05/01/2008
APPROVAL EXPIRES: 01/31/2011**U.S. ENVIRONMENTAL PROTECTION AGENCY
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE
AGREEMENTS, AND INTERAGENCY AGREEMENTS****PART 1. (Reports are required even if no procurements are made during the reporting period.)**

1A. FEDERAL FISCAL YEAR 200_____	1B. REPORTING PERIOD (Check ALL appropriate boxes) 9 1 st (Oct-Dec) 9 2 nd (Jan-Mar) 9 3 rd (Apr-Jun) 9 4 th (Jul-Sep) 9 Annual 9 Check if this is the last report for the project (Project completed).																				
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____	BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																				
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator)		3A. RECIPIENT NAME AND ADDRESS																			
2B. EPA DBE COORDINATOR Name: _____ E-mail: _____	2C. PHONE: Fax: _____	3B. RECIPIENT REPORTING CONTACT: Name: _____ E-mail: _____	3C. PHONE: Fax: _____																		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:																			
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) EPA Share: \$ _____ Recipient Share: \$ _____		5B. If NO procurement and NO accomplishments were made this reporting period, check and skip to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments. In this context, are procurements made with MBEs and/or WBEs. <div style="text-align: center; font-size: 24pt;">9</div>																			
5C. Total Procurement and MBE/WBE Accomplishments This Reporting Period (Only include amount not reported in any prior reporting period) Were sub-awards issued under this assistance agreement? Yes ___ No ___ Were contracts issued under this assistance agreement? Yes ___ No ___ Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients.) Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Construction</u></th> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Services</u></th> <th style="text-align: center;"><u>Supplies</u></th> <th style="text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$WBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>					<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																
\$MBE:	_____	_____	_____	_____	_____																
\$WBE:	_____	_____	_____	_____	_____																
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.) <div style="height: 40px;"></div>																					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE																			
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE																			

Add 1 - Pg 35 of 57 - 12/15/11

[illegible]

Type of product or service codes:

2 = Supplies
3 = Services
4 = Equipment

1 = Construction **2 = Supplies** **3 = Services** **4 = Equipment**

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 01/31/11)

Instructions:

A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138, 12432, P.L. 102-389 and EPA Regulations Part 30 and 31. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter or annually, per the terms and conditions of the financial assistance agreement. Submission dates are January 30, April 30, July 30, and October 30. The submission date for annual reports is October 30. MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *contract* is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A *woman business enterprise* (WBE) is a business concern that is, (1) at least 51 percent owned by one or

more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

The following affirmative steps for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

C. Instructions for Part I:

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. November 29, 2005 falls within Federal fiscal year 2006)
- 1b. Check applicable reporting box, quarterly or annually. Also indicate if this is the last report for the project.
- 1c. Indicate if this is a revision to a previous year or quarter, and provide a brief description of the revision you are making.
- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSDBU website at www.epa.gov/osdbu. Click on "Regional Contacts" for the name of your coordinator.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

- 3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.
- 4a. Provide the Assistance Agreement or Interagency Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement or Interagency Agreement.
- *For SRF recipients:** In box 4a list numbers for ALL open Assistance Agreements. SRF recipients will report activity for all Agreements on one form.
- 4b. Refer back to Assistance Agreement document for this information.
- 5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.
- *For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.
- 5b. Self-explanatory.
- 5c. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

Provide the total dollar amount of all contracts/procurements awarded this reporting period by the recipient and all sub-recipients, and SRF loan recipients. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/procurement centers).

Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include the Federal, State and local shares in the procurement awards.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what steps you are taking in furtherance of the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.
7. Name and title of official administrator or designated reporting official.
8. Signature and month, day year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of award, shown as month, day, year. Date of award is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of award is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (eg., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30 and 31); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

XII - Changes to Approved DBE Compliance Form

Loan Recipient: _____

SRF Loan Number: _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants.

 (Prime Contractor signature)

Date _____

 (Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

 (Signature of Owner or Owner's representative)

Date _____

 (Printed name and title)
GENERAL INFORMATION:

- (1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state reason.

- (2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract, and DBE status.

- (3) Attach proof of certification by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.

- (4) Attach documentation of solicitation effort for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each solicitation with at least 1 logged phone call. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (5) Provide justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

XIII – Certification Regarding Equal Employment Opportunity

The contractor is required to comply with Executive Order 112-46 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color or national origin, whether such facilities are segregated by directive or on a de facto basis.

The contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The contractor must be prepared to comply in all respects with any contract provisions regarding non-discrimination stipulated in conjunction with labor standards.

CONTRACTOR'S CERTIFICATION:

Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes____ No____
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes____ No____
3. Bidder has filed all compliance reports due under applicable contract requirements. Yes____ No____

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature of Authorized Official: _____

Title: _____

Date: _____

XIV – Debarred Firms Certification

All prime construction contractors shall certify that Subcontracts have not and will not be awarded to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended and Voluntarily Excluded Persons, in accordance with the provisions of ADEM Administrative Code 335-6-14-.35. Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete this certification in duplicate and submit both copies to the owner with the bid proposal. The owner shall transmit one copy to ADEM within 14 days after the bid opening.

Project Name: _____

SRF Project No.: _____

The undersigned hereby certifies that the firm of _____
_____ has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended, and Voluntarily Excluded Persons.

Signature of Authorized Official: _____

Title: _____

Date: _____

XV – Davis-Bacon and Related Acts

Labor Standards Provisions for Federally Assisted Contracts

Wage Rate Requirements Under FY 2011 Full-Year Continuing Appropriation

I. Requirements under FY 2011 Full-Year Continuing Appropriation For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2011 Appropriations with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Dorothy L. Rayfield, Chief, Grants, Finance and Cost Recovery Branch, Regional EPA DB contact at (404) 562-9278 or Rayfield.Dorothy@epa.gov for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2011 Appropriation, Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract Subcontract Provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the

provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information

indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

(Insert applicable wage rate determination here.)

Wage Rates are county specific for *Heavy Construction* and can be found at:
<http://www.gpo.gov/davisbacon/al.html>

General Decision Number: AL100141 10/07/2011 AL141

Superseded General Decision Number: AL20080141

State: Alabama

Construction Type: Heavy
Including Water and Sewer Line Construction

County: Madison County in Alabama.

Modification Number	Publication Date
0	03/12/2010
1	05/14/2010
2	12/03/2010
3	12/10/2010
4	10/07/2011

ELEC0558-003 12/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 23.25	8.75+4%

ENGI0320-006 01/01/2010

	Rates	Fringes
Power equipment operators:		
Cherry Picker (Hydraulic		
Crane Under 100 Ton),		
Backhoe, Bulldozer, Hoist,		
Mechanic, and Roller.....	\$ 21.08	8.31
Crane (Hydraulic &		
Conventional Cranes 100		
Ton and Over).....	\$ 22.08	8.31
Oiler.....	\$ 18.42	8.31

IRON0477-001 05/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.00	10.03

* PLAS0148-003 07/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.00	6.34

SUAL2007-167 11/28/2007

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 10.27	0.17
LABORER: Common or General.....	\$ 10.36	0.00
LABORER: Pipelayer.....	\$ 9.97	0.00

OPERATOR: Asphalt Spreader.....\$ 13.36	0.00
OPERATOR: Excavator.....\$ 14.00	0.00
OPERATOR: Forklift.....\$ 19.40	5.76
OPERATOR: Grader/Blade.....\$ 15.58	4.66
OPERATOR: Loader (Front End)....\$ 14.90	2.37
OPERATOR: Trackhoe.....\$ 11.50	0.44
PIPEFITTER.....\$ 16.28	0.00
TRUCK DRIVER.....\$ 10.04	0.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have

responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

XVI – Project Sign Detail - CWSRF


<p>STATE OF ALABAMA Honorable (name), Governor</p> <p>ALABAMA WATER POLLUTION CONTROL AUTHORITY POLLUTION CONTROL PROJECT</p> <p>(NAME OF OWNER) (NAME OF PROJECT)</p> <p>\$(amount) STATE REVOLVING FUND LOAN</p> <p>(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER</p> <p>ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY</p>	
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Diagram showing a rectangular sign supported by two vertical posts.

1. Sign is to be constructed of ½" MDO plywood, 4' x 8'.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4" x 4" x 8' treated posts.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XVII – Project Sign Detail - DWSRF


<p>STATE OF ALABAMA Honorable (Name), Governor</p> <p>ALABAMA DRINKING WATER FINANCE AUTHORITY INFRASTRUCTURE PROJECT</p> <p>(NAME OF OWNER) (NAME OF PROJECT)</p> <p>\$(amount) STATE REVOLVING FUND LOAN</p> <p>(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER</p> <p>ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY</p>	
---	---

Diagram showing a rectangular sign supported by two vertical posts.

1. Sign is to be constructed of ½" MDO plywood, 4' x 8'.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4" x 4" x 8' treated posts.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XVIII – Construction Contract Requirements

This checklist is to be completed by the Owner/Engineer when submitting plans and specifications to the SRF and Operator Certification Section for review. It affirms to the SRF reviewer that the Owner/Engineer has addressed these items (in boilerplate form) within the specifications manual.

Contract Page No.	Satisfied Yes/No	
_____	_____	Bid Advertisement (including date, time, and location of bid opening).
_____	_____	Bid Bond.
_____	_____	Performance Bond (100%).
_____	_____	Payment Bond (Not less than 50%).
_____	_____	Contract Length.
_____	_____	Liquidated Damages.
_____	_____	Liability Insurance (including workman's comp, public liability, and builder's risk, if applicable).
_____	_____	Method of Award (i.e. lowest, responsive, responsible bidder).
_____	_____	Air testing of gravity sewers (if applicable).

Within 14 days after bid opening, the Owner/Engineer is to prepare the Project Review and Cost Summary (page **SGC-36**) and submit it to the SRF and Operator Certification Section of ADEM. Upon completion of review, an Approval to Award will be issued.

Note: The Owner assumes all financial risk if the construction contract is awarded prior to the issuance of an Approval to Award by the SRF and Operator Certification Section.

XIX – Project Review and Cost Summary

<b style="font-size: 1.5em;">ADEM <small>Alabama Department of Environmental Management</small>	SRF Project Review and Cost Summary	<small>Form Revised 03 -10-10</small>
<p>This form is to be completed and sent with supporting documentation to ADEM within 14 days after bid opening. Following review, an Approval to Award letter will be issued. Upon award of the contract, a complete, bound set of the contract documents should be forwarded to ADEM for review.</p> <p>Loan Applicant: _____ Project Number: _____</p> <p>Contract Number/Name: _____</p> <p>1. Date of plans and specifications concurrence letter from ADEM: _____</p> <p style="padding-left: 40px;">Date of construction permit issuance from ADEM: _____</p> <p>2. Attach copies of the following documents:</p> <ul style="list-style-type: none"> a. Bid advertisement with certification by publisher and date(s) of publication. b. Certified bid tabulation. c. Proposal of the selected bidder. d. Bid bond. e. Engineer's letter to loan applicant recommending award of the contract. If the award is made to other than the low bidder, provide justification. f. Site certificates for the project if not previously submitted with SRF loan application. g. Documentation from the owner and contractor. The list of required documents can be found in Part III, page SGC-3 of the ADEM Supplemental General Conditions for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts (ADEM FORM 341 03/10/10). h. Copy of the wage determination used in bidding. i. Any addenda that have been issued after ADEM review of the plans and specifications. <p>Comments:</p>		



HUNTSVILLE

Shane Davis, P.E.
Director of
City Engineering

Tommy Battle
Mayor

**SPRING BRANCH WASTEWATER TREATMENT PLANT
IMPROVEMENTS**

Project No. CS-010307-14

October 24, 2011

Addendum #2

The attached pre-bid meeting minutes, all addenda, and attachments for the above- referenced project will become part of the contract documents.

The bid opening date for this project **has been postponed until Tuesday, November 8, 2011, at 10:00 am** in the 1st Floor Conference Room.

END OF ADDENDUM #2

The Star of Alabama



HUNTSVILLE

Shane Davis, P.E.
Director of
City Engineering

Tommy Battle
Mayor

SPRING BRANCH WASTEWATER TREATMENT PLANT IMPROVEMENTS

**Project No. 65-10-SF01
CWSRF Project No. CS-010307-14
November 4, 2011**

Addendum #3

The attached pre-bid meeting minutes, all addenda, and attachments for the above- referenced project will become part of the contract documents.

Attachment A is amended as follows:

Replace bid quantities with "replacement", Attachment "A1". Contractors are authorized to download revised quantities from website and paste to floppy disk or CD of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be submitted and signed with original bid packet. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

Quantities-Additional:

ADD: Item #3 - Purging of Existing 55-ft Gas Sphere (Gas Sphere to remain in place), including all necessary equipment, chemicals, etc. - 1 LS

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CLARIFICATION:

1. The aeration system, sludge thickening system, and septage receiving packaged equipment is to be configured under this project as fully functional, stand alone systems. Integration of these packaged systems within a plant-wide SCADA system is to be completed under a separate project. It is expected that the SCADA system will utilize the Ethernet switch specified with each of packaged systems as the interfacing portal for SCADA system communication to each of the packaged systems.

SPECIFICATION:

1. **Gravity Thickener Equipment - Specification Section 44 46 26.13** - WesTech Engineering is an approved Base Bid Manufacturer for the Thickener Mechanism Equipment.
2. **Specification Section 26 23 00 Low Voltage Switchgear**, all circuit breakers are to be fixed mounted style as indicated on the drawings. In addition, all breakers 400 amps and larger shall comply with paragraph 2.5, specifically 2.5.D. All breakers less than 400 amps may be group mounted within a distribution section style assembly using molded case circuit breakers.

DRAWINGS:

The following notes apply to the original drawings. The original plan set will not reflect these changes, as listed below in this addendum, but these revisions are applicable.

1. Drawing 30-D-133: Delete Reference note 2 and Cap the existing 4" DG line just inside the building wall and remove Ref Note 1 from the exterior line shown. Interior digester gas piping is to be removed per original requirements.
2. Drawing 30-D-135: The demolition of the SITE digester gas piping and sphere is no longer a part of this bid. The Owner has decided that this piping and 55' gas sphere should remain in place. Delete Reference notes 1, 2, 5, 6, 7, & 13.
3. Drawing 30-D-135: Revise Reference Note 3 to read: "PURGE EXISTING APPROXIMATE 55' DIAMETER BIO-GAS (DIGESTER GAS) SPHERE. COORDINATE WITH OWNER PRIOR TO ANY WORK."
4. Drawing 30-D-135: Delete note located within the Primary Digester that reads: "CAP AND ABANDON 4" DIGESTER GAS LINE IN PLACE".
5. Drawing 30-D-135: revise Reference 4 to read: "EXISTING 6" DIGESTER GAS PIPE TO BE ABANDONED BELOW ROAD. PURGE AND CAP END OF PIPE AT FLAME BURNER. NO EXCEPTIONS.

6. Drawing 30-D-135: revise Reference 9 to read: " SEE DRAWING 30-D-134 FOR CONTINUATION. PURGE, REMOVE, AND CAP EXISTING 6" HIGH PRESSURE GAS TO A POINT APPROXIMATELY 40' FROM EXTERIOR FACE OF BUILDING WALL TO ALLOW FOR NEW HDPE GAS LINE ROUTING AND INSTALLATION."
7. Drawing 30-M-135: Add Reference Note 11 "COORDINATE EXACT LOCATION OF HDPE IN FIELD WITH EXISTING DIGESTER GAS PIPING THAT IS TO REMAIN.
8. Drawing 30-M-135: Add the following to the end of Reference Note 9: "COORDINATE EXACT LOCATION OF HDPE IN FIELD WITH EXISTING DIGESTER GAS SPHERE TO REMAIN. ADJUSTED PIPING IN FIELD BASED ON EXACT LOCATION OF EXISTING EQUIPMENT AND SPHERE FOOTINGS"
9. SOME ADJUSTMENTS SHOULD BE ANTICIPATED AND INCLUDED. REFER TO DRAWING 30-D-135 FOR APPROXIMATE LOCATION."
10. Drawing 30-M-133: Provide and install ¾" ball valve in MU water line prior to check valve and prior to exiting building to serve condensate drip trap.
11. Drawing 30-M-433: Delete "DEMOLITION – GAS SPHERE PIPING DETAIL".

Attachments: Revised Quantities-Attachment A1

END OF ADDENDUM #3

11/4/2011

ATTACHMENT "A-1"
Spring Branch Wastewater Treatment Plant
Improvements
COH Project No: 65-10-SF01
CWSRF Project No: CS-010307-14

Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
1	Mobilization, Bonds, Insurance, including necessary clearing and grubbing and traffic control	1	LS		\$0.00
2	Wastewater Treatment Plant Improvements proposed within the Bidding Documents, Complete in Place	1	LS		\$0.00
3	Purging of Existing 55-ft Gas Sphere (Gas Sphere to remain in place), including all necessary equipment, chemicals, etc.	1	LS		\$0.00
4	Crack Injection (estimated 480 LF) (for Gravity Thickener rehabilitation)	1	LF		\$0.00
5	Surface Repair (estimated 700 SF) (for Gravity Thickener rehabilitation)	1	SF		\$0.00
6	Aid to Construction - Huntsville Utilities (transformer relocation - Contractor responsible for slab and conduit work per HU specifications)	1	LS	\$50,000.00	\$50,000.00
7	Aid to Construction - Huntsville Utilities - potential utility relocations	1	LS	\$20,000.00	\$20,000.00
BASE BID TOTAL					\$70,000.00

ALL ITEMS SHALL BE CONSIDERED IN PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND REMOVAL REQUIRED FOR CONSTRUCTION.

COMPANY _____
SIGNATURE _____
DATE _____



HUNTSVILLE

Shane Davis, P.E.
Director of
City Engineering

Tommy Battle
Mayor

**SPRING BRANCH WASTEWATER TREATMENT PLANT
IMPROVEMENTS**

**Project No. 65-10-SF01
CWSRF Project No. CS-010307-14
November 7, 2011**

Addendum #4

**The bid opening date for this project is POSTPONED until Thursday,
November 10, 2011 at 10:30 a.m. in the 1st Floor Conference Room, 320
Fountain Circle, Huntsville, AL 35801**

PLEASE NOTE: Attachment "A1" has been revised to Attachment "A2".

Contractors are authorized to download revised quantities from website and paste to floppy disk or CD of their choice; one or the other must be submitted with the original bid packet.

Attachment A1 is amended as follows:

Replace bid quantities with "replacement", **Attachment "A2"**. Two hard copies of **Attachment "A2"** must be submitted and signed with original bid packet. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

The Star of Alabama

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

All addenda, and attachments for the above- referenced project will become part of the contract documents.

Attachments: Revised Quantities-Attachment A2

END OF ADDENDUM #4

11/7/2011

ATTACHMENT "A-2"
Spring Branch Wastewater Treatment Plant
Improvements
COH Project No: 65-10-SF01
CWSRF Project No: CS-010307-14

Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
1	Mobilization, Bonds, Insurance, including necessary clearing and grubbing and traffic control	1	LS		\$0.00
2	Wastewater Treatment Plant Improvements proposed within the Bidding Documents, Complete in Place	1	LS		\$0.00
3	Purging of Existing 55-ft Gas Sphere (Gas Sphere to remain in place), including all necessary equipment, chemicals, etc.	1	LS		\$0.00
4	Crack Injection (estimated 480 LF) (for Gravity Thickener rehabilitation)	1	LF		\$0.00
5	Surface Repair (estimated 700 SF) (for Gravity Thickener rehabilitation)	1	SF		\$0.00
6	Aid to Construction - Huntsville Utilities (transformer relocation - Contractor responsible for slab and conduit work per HU specifications)	1	LS	\$50,000.00	\$50,000.00
7	Aid to Construction - Huntsville Utilities - potential utility relocations	1	LS	\$20,000.00	\$20,000.00
BASE BID TOTAL					\$70,000.00

ALL ITEMS SHALL BE CONSIDERED IN PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND REMOVAL REQUIRED FOR CONSTRUCTION.

COMPANY _____
SIGNATURE _____
DATE _____



HUNTSVILLE

Shane Davis, P.E.
Director of
City Engineering

Tommy Battle
Mayor

**SPRING BRANCH WASTEWATER TREATMENT PLANT
IMPROVEMENTS**

**Project No. 65-10-SF01
CWSRF Project No. CS-010307-14
November 7, 2011**

Addendum #5

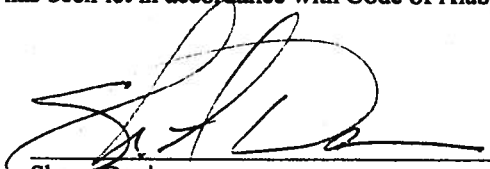
REMINDER: Contractors are referred to Pages SGC-5 and SGC-6 in the State of Alabama- ADEM-Supplemental General Conditions (copies were issued in Addendum #1) for a listing of items that are required to be submitted to the OWNER during the bid opening or within ten (10) days after the bid opening.

END OF ADDENDUM #5

The Star of Alabama


CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with B. H. Craig Construction Company, Inc., in the amount of THREE MILLION SIX HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$3,698,976.00), for Spring Branch Wastewater Treatment Plant Improvements, COH Project No. 65-10-SF01 & CWSRF Project No. CS-010307-14, which is being submitted to the City Council of the City of Huntsville for approval on this the 15th day of December, 2011, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.



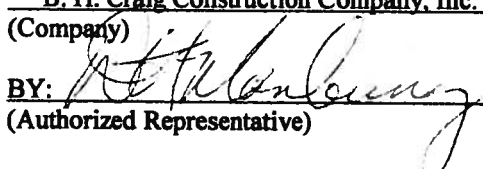
Shane Davis

Director of City Engineering/Urban Development
City of Huntsville



Thomas Lovelady
Director of Water Pollution Control
City of Huntsville

As a condition of this contract, pursuant to 8 U.S.C. §1324a, B. H. Craig Construction Company, Inc., hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, B. H. Craig Construction Company, Inc. hereby certifies that it has enrolled in the designated employment eligibility verification system and will maintain enrollment throughout the term of this contract.

B. H. Craig Construction Company, Inc.
(Company)
BY: 
(Authorized Representative)